



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

September 8, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC-PRIVATE PARTNERSHIP PROGRAM  
AGREEMENT ACTIONS FOR FISCAL YEAR 2005-06  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to amend Agreement No. H701054, substantially similar to Exhibit I, with T.H.E. Clinic, Inc., a Public-Private Partnership Program (PPP) Services provider, to increase the square footage occupied at County's Ruth Temple Health Center from 6,050 to 14,909 square feet, effective upon date of Board approval through June 30, 2006, which may be extended for an additional 12 months, as necessary, with no change in net County cost.
2. Approve and authorize the Director of Health Services, or his designee, to amend Agreement No. H701078, substantially similar to Exhibit II, with Venice Family Clinic,, a PPP Service provider, to revise the Agreement's confidentiality and indemnification provisions to add County's indemnification of Contractor, effective upon date of Board approval through June 30, 2006, which may be extended for an additional 12 months, as necessary, with no change in net County cost.
3. Approve and authorize the Director of Health Services, or his designee, to supersede Agreement No. H701052, substantially similar to Exhibit III, with All For Health, Health For All, a Traditional PPP Service provider with a Strategic Partner Agreement, effective upon date of Board approval through June 30, 2006, which may be extended for an additional 12 months, as necessary, with no change in net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Strategic Partner Agreement Amendments

**T.H.E. Clinic, Inc.:** This partner currently occupies 6,050 square feet of the County's Ruth Temple Health Center first floor. Upon approval of this recommendation, T.H.E. Clinic will expand its occupancy to the entire second floor and a larger portion of the first floor, increasing the total shared space to 14,909 square feet. County staff formerly occupying this space have been relocated to other facilities nearby. T.H.E. Clinic intends to reconfigure the space to accommodate their staff and clinic needs, and the new space will enable T.H.E. Clinic to centralize all of its services at this location. As required under the Agreement, T.H.E. Clinic will work with the Department and the Chief Administrative Office to obtain prior approval of the reconfiguration.

**Venice Family Clinic:** Following the sunset of the Department's 1115 Waiver, your Board approved bridge agreements to carry the PPP Program agreements forward through June 30, 2006 to allow the Department time to complete the re-bid of the Program. Although the Agreements were vetted through each of the Partners prior to requesting your Board's approval, Venice Family Clinic has brought to DHS' attention that the indemnification provision of the new Agreement does not provide for County's indemnification of the Contractor as had been previously approved in its prior PPP Agreements. Therefore, DHS hereby requests your Board's approval to revise the confidentiality and indemnification provisions of Venice Family Clinic's Agreement No. H701078 to add such indemnification language.

New Strategic Partner Contractor

Strategic Partners are distinguished from Traditional Partners because of the higher-level of services available, their capacity for treating sicker patients, and the amount of federal, state, and philanthropic funding that is an ongoing component of their budgets. All For Health, Health For All (AFHHFA) currently participates in the PPP Program as a Traditional Partner. With assistance from the Department, AFHHFA has recently received FQHC Look-Alike designation, and therefore meets Strategic Partner requirements. Therefore, DHS requests to convert the agency's Agreement No. H701052 to a Strategic Partner Agreement.

FISCAL IMPACT/FINANCING:

There are no additional net County costs associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The PPP Program provides the indigent, low-income, uninsured patient population with medical services throughout Los Angeles County at County and private facility sites. Patients must be at or below 133 1/3% of the Federal Poverty Level based on the Certification of Indigency (COI) as self-verification of income, or determined to be eligible General Relief recipients of the County.

On May 31, 2005, the Board approved 55 Bridge PPP Program Services Agreements, effective July 1, 2005 through June 30, 2006, with the provision to extend the term for an additional 12 months, as necessary. Of those 55 Agreements, the Department is requesting to amend two and supersede one.

The Honorable Board of Supervisors  
September 8, 2005  
Page 3

The recommended Amendments and Strategic Partner Agreement, Exhibits I, II and III, have been approved as to use by County Counsel.

These actions will not impact the DHS System Redesign.

Attachments A and B provide additional information.

CONTRACT PROCESS:

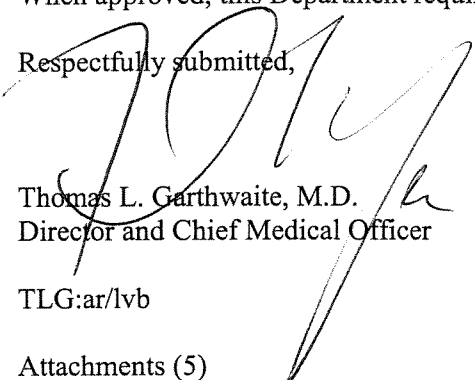
It is not appropriate to advertise these contract actions on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of these recommendations will provide for continued accessibility to health care services throughout Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ar/lvb

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT AMENDMENTS**  
**(FISCAL YEAR 2005-06)**

1. TYPE OF SERVICES:

The Public-Private Partnership (PPP) Program provides the indigent, low-income, uninsured patient population with primary, dental, and specialty care services throughout Los Angeles County at County and private facility sites.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

See Attachment B.

3. TERMS:

Effective the date of Board approval through June 30, 2006, with a provision to extend for an additional 12 months, as necessary.

4. FINANCIAL INFORMATION:

There are no additional net County costs associated with these actions.

5. GEOGRAPHIC AREAS SERVED:

All Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Wesley Ford, Director, Office of Ambulatory Care

7. APPROVALS:

Office of Ambulatory Care: Wesley Ford, Director

Planning & Policy: John Wallace, Director

Contracts & Grants: Cara O'Neill, Chief

County Counsel (as to form): Sharon A. Reichman, Principal Deputy County Counsel



**ATTACHMENT B**

**Public-Private Partnership Program (PPP) Agreement Amendments  
Contact Information for Fiscal Year 2005-06**

<b>Agency</b>	<b>Executive Director/ Headquarters Address/ Phone/Fax</b>	<b>Service Type(s)</b>	<b>Contract No.</b>	<b>Contract Type</b>
All For Health, Health For All	Anna Nshanyan 519 East Broadway Blvd. Glendale, CA 91205 Phone: 818-409-3020 Fax: 818-243-2713	Primary Care	H701052	Traditional Partner
T.H.E. Clinic, Inc.	Donzella Lee 3860 West Martin Luther King Blvd. Los Angeles, CA 90008 Phone: 323-295-6571 ext. 3007 Fax: 323-295-6577	Primary Care	H701054	Strategic Partner
Venice Family Clinic	Elizabeth Benson Forer 604 Rose Avenue Venice, CA 90291 Phone: 310-664-7901 Fax: 310-314-7641	Primary Care Dental Care Specialty Care	H701078	Strategic Partner

**EXHIBIT I**

Contract# H701054-1

PUBLIC/PRIVATE PARTNERSHIP PROGRAM  
HEALTH CARE SERVICES AGREEMENT  
(Strategic Partner Facility Sites)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

T.H.E. CLINIC, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM HEALTH CARE SERVICES  
AGREEMENT", dated July 1, 2005, further identified as Agreement  
No. H701054 and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to increase the square footage occupied by Contractor  
at the Ruth Temple Health Center; and

WHEREAS, the Agreement provides that changes to its terms  
may be made in the form of a written Amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon its approval by County's Board of Supervisors.

2. Exhibit E, CONDITIONS OF SPACE USE, Paragraph 3, Value of Space, shall be revised to read as follows:

"3. Value of Space: The parties acknowledge that the total square footage of Facility (including common space) hereunder is 29,023 square feet, and that the square footage occupied by Contractor hereunder is 14,909 square feet, i.e., 51.37 percent (51.37%) of the total square footage of Facility. The annual rental value of such space at Facility is Two Hundred Forty-Five Thousand, Nine Hundred Ninety-Nine Dollars (\$245,999), i.e., \$16.50 per square foot. This space is provided to Contractor in exchange for the provision of services under this Agreement.

County and Contractor shall each be responsible for their respective prorated share of space support costs:

(1) utilities, including gas, electricity, and water;  
(2) trash and refuse collection; (3) landscaping;  
(4) general repair and maintenance; (5) general security;  
and (6) all necessary janitorial and other housekeeping services for Facility, according to the respective percentage of square footage occupied by County and Contractor. However, Contractor shall not be responsible for any County administrative overhead costs associated with Contractor's space support costs. ("Administrative overhead

costs" for purposes of this Paragraph shall mean those administrative costs billed to County's Department of Health Services by County's Internal Services Department for its services, or any Indirect Cost Proposal ("ICP") costs incurred by County's Department of Health Services.) Within thirty (30) days of the effective date of this Agreement, Contractor and Director shall determine which of the Facility maintenance services identified above Contractor shall administer, and which Facility maintenance services County shall administer.

Contractor shall be responsible for its own telephone service and any damage beyond normal wear and tear.

Contractor shall be solely responsible for maintenance of equipment and furniture to their current condition. Such equipment is described in the Equipment and Furniture Inventory.

Contractor, subject to the conditions defined below, shall be responsible at its cost for improvements it may desire for the Facility premises it occupies, except for Americans with Disability Act ("ADA") requirements which will be a County responsibility."

3. Exhibits C and C-1 shall be replaced with Exhibits C-2 and C-3, respectively, attached hereto and incorporated herein by reference.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
T.H.E. CLINIC, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

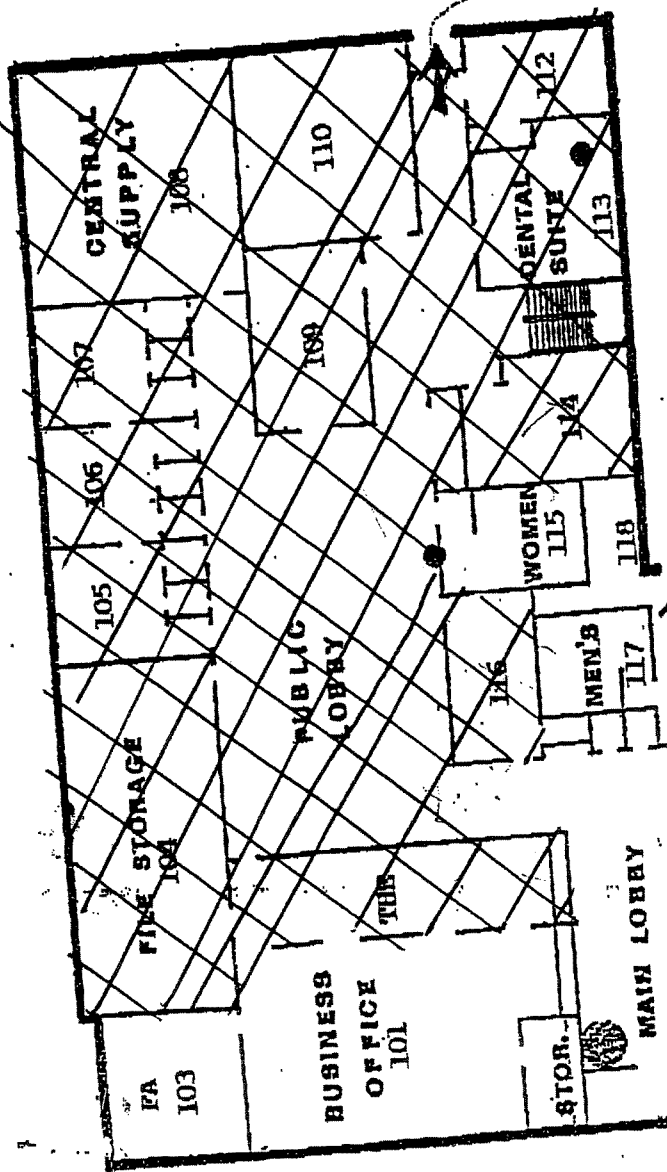
By \_\_\_\_\_  
Cara O' Neill, Chief  
Contracts and Grants Division

CONTRACTOR: T.H.E. CLINIC, INC.

COUNTY FACILITY: RUTH TEMPLE HEALTH

AUTHORIZED SPACE

The authorized space (shaded areas) to be occupied by Contractor shall include that certain square footage of the total square footage of the RUTH TEMPLE HEALTH CENTER for Contractor's exclusive use as well as shared space with County, further described in Exhibit E, Conditions of Space Use, Page 1. The Ruth Temple Health Center space is depicted below:

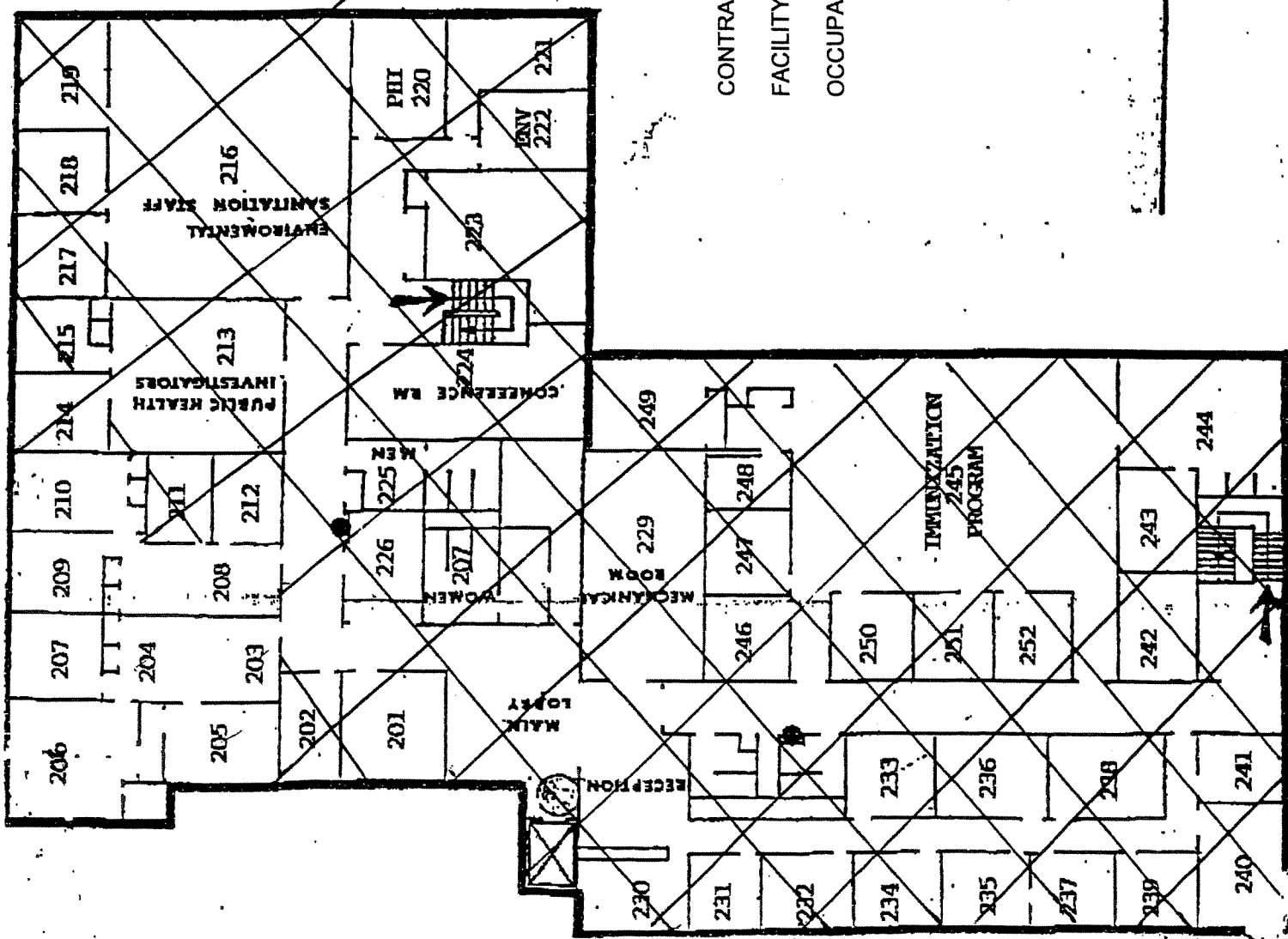


# 1st FLOOR

CONTRACTOR: T.H.E. CLINIC, INC.  
 FACILITY: RUTH TEMPLE HEALTH CENTER  
 OCCUPANCY: T.H.E. CLINIC, INC. (cross-hatch pattern)  
 LAC DHS PUBLIC HEALTH (solid black pattern)

DR. RUTH TEMPLE HEALTH CENTER





CONTRACTOR: T.H.E. CLINIC, INC.

FACILITY: RUTH TEMPLE HEALTH CENTER

OCCUPANCY: T.H.E. CLINIC, INC. LAC DHS PUBLIC HEALTH

## Second Floor

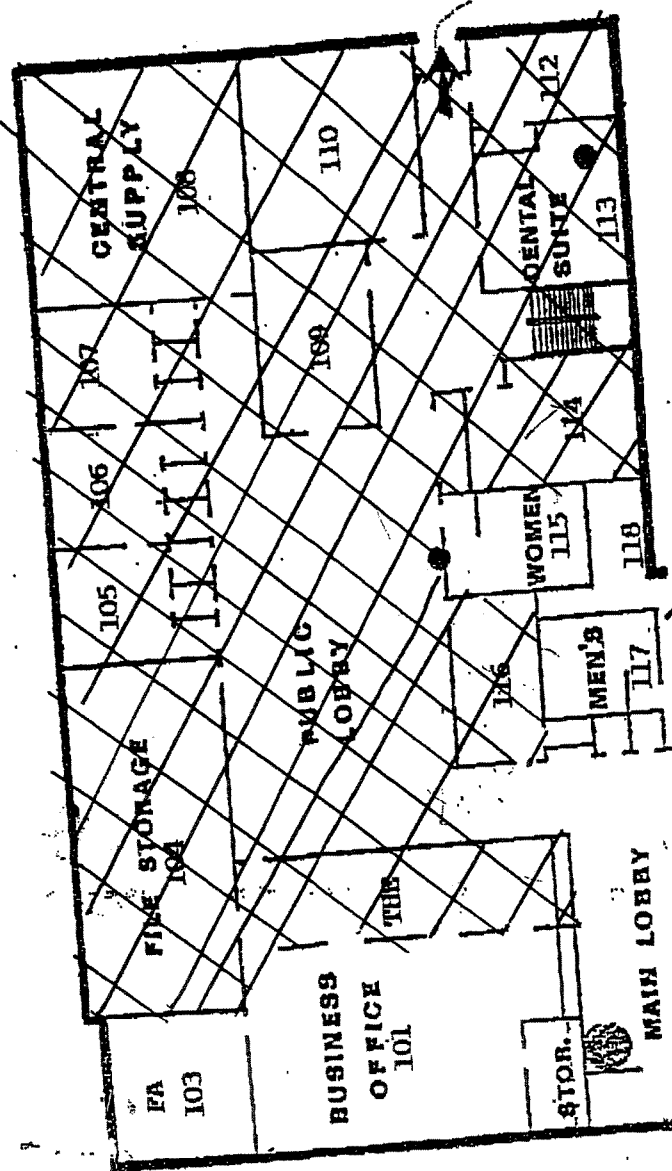
### DR. RUTH TEMPLE HEALTH CENTER

CONTRACTOR: T.H.E. CLINIC, INC.

COUNTY FACILITY: RUTH TEMPLE HEALTH

SPACE AVAILABLE FOR PUBLIC HEALTH FUNCTIONS

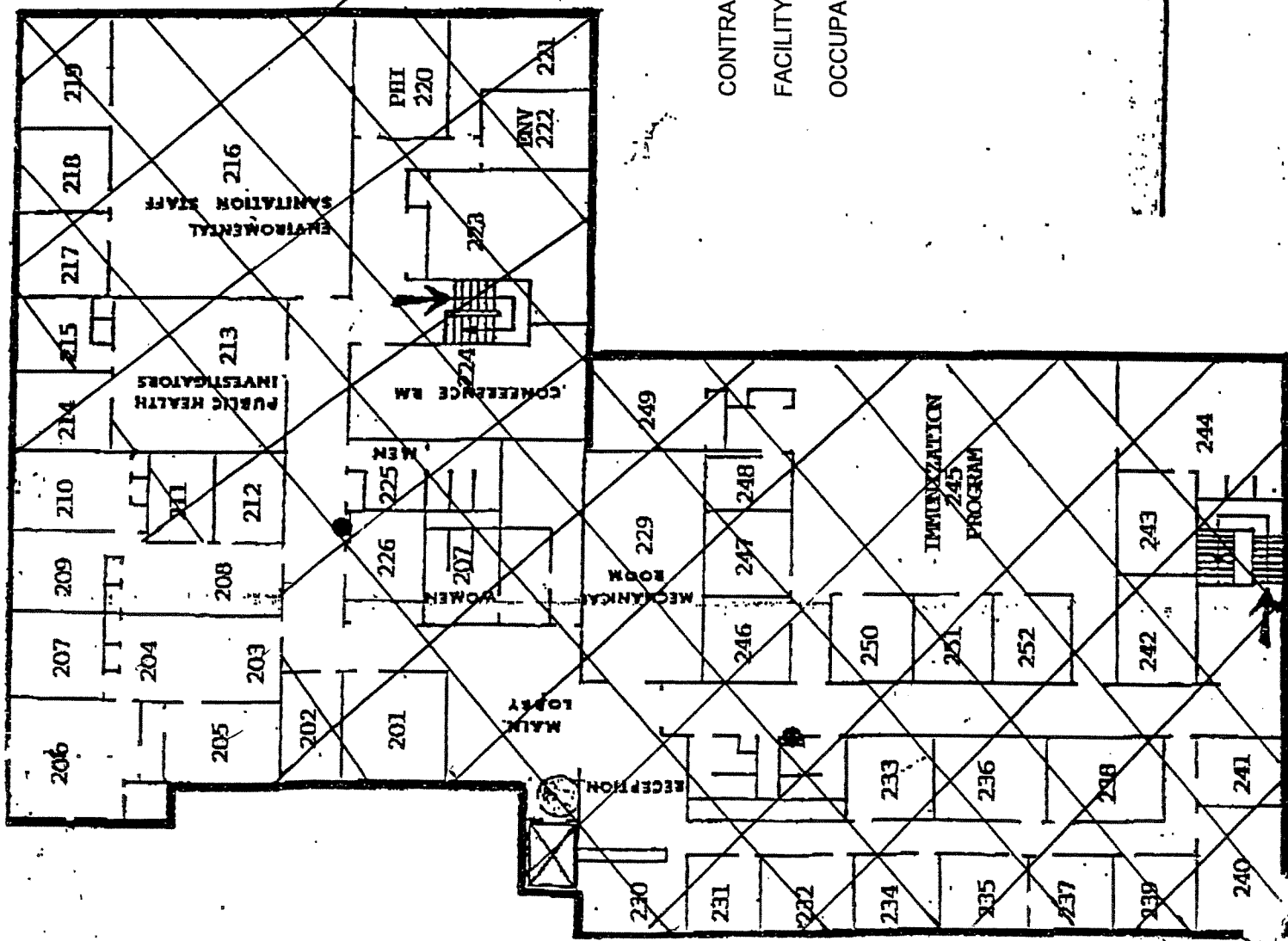
As depicted in Exhibit C-2, County shall occupy space not occupied by Contractor; and both County and Contractor shall have access to shared space.



# 1st FLOOR

CONTRACTOR: T.H.E. CLINIC, INC.  
 FACILITY: RUTH TEMPLE HEALTH CENTER  
 OCCUPANCY: T.H.E. CLINIC, INC.  
 LAC DHS PUBLIC HEALTH

DR. RUTH TEMPLE HEALTH CENTER



CONTRACTOR: T.H.E. CLINIC, INC.

FACILITY: RUTH TEMPLE HEALTH CENTER

OCCUPANCY: T.H.E. CLINIC, INC. (cross-hatch pattern)  
LAC DHS PUBLIC HEALTH (solid black fill)

**Second Floor**  
**DR. RUTH TEMPLE HEALTH CENTER**

**EXHIBIT II**

Contract# H701078-1

PUBLIC/PRIVATE PARTNERSHIP PROGRAM  
HEALTH CARE SERVICES AGREEMENT  
(Strategic Partner Facility Sites)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

VENICE FAMILY CLINIC  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM HEALTH CARE SERVICES  
AGREEMENT", dated July 1, 2005, further identified as Agreement  
No. H701078 and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to revise contract Confidentiality language; and

WHEREAS, the Agreement provides that changes to its terms  
may be made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be effective upon its approval by  
County's Board of Supervisors.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

VENICE FAMILY CLINIC  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O' Neill, Chief  
Contracts and Grants Division

EXHIBIT III

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

PUBLIC/PRIVATE PARTNERSHIP (PPP) PROGRAM

HEALTH CARE SERVICES AGREEMENT

STRATEGIC PARTNER FACILITY SITES



COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
PUBLIC/PRIVATE PARTNERSHIP (PPP) PROGRAM  
HEALTH CARE SERVICES AGREEMENT

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CONFIDENTIALITY AGREEMENT

Contract # \_\_\_\_\_

PUBLIC/PRIVATE PARTNERSHIP PROGRAM  
HEALTH CARE SERVICES AGREEMENT  
(Strategic Partner Facility Sites)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ALL FOR HEALTH, HEALTH FOR ALL  
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Health Services ("DHS"), various County hospitals, comprehensive health centers and health centers (hereafter collectively "County Facilities"); and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for the needs of the sick and injured patients to be served; and

WHEREAS, Contractor participated as a Partner, under contract, in the County's Public Private Partnership ("PPP")

Program for the period October 1, 2002, through June 30, 2005;  
and

WHEREAS, Contractor provided either outpatient primary care, dental care or specialty care services to the indigent residents of Los Angeles County pursuant to the requirements of the PPP Program; and

WHEREAS, Contractor desires to continue to provide such services as are specified under this Agreement to County, and County desires Contractor to do so, despite the sunset of the PPP Program under the 1115 Waiver on June 30, 2005; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing health care services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, the services to be provided hereunder are of a temporary and professional nature; and

WHEREAS, this Agreement is authorized by Government Code sections 26227 and 53703, and Health and Safety Code section 1451, among others.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective upon the date of Board approval, and shall continue in full force and effect to and including June 30, 2006. The term of this Agreement may be extended by the Director of the Department of Health Services beyond the stated expiration date of June 30, 2006, for a period not to exceed twelve (12) months, upon the written mutual agreement of the Director and Contractor. All provisions of the Agreement in effect on June 30, 2006, shall remain in effect for the extension period. Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement. If Director and Contractor fail to mutually agree in writing to extend the Agreement term as of the expiration date of June 30, 2006, the Agreement shall expire on such date.

Notwithstanding the foregoing, and as to PPP Program Strategic Partners only, in the event that County must curtail or eliminate the PPP Program because of budgetary cut-backs during the term of this Agreement, Contractor shall continue to provide services hereunder at a minimum level of ten percent (10%) of the Maximum Obligation in effect at the effective date of the curtailment or elimination for two (2) additional years beyond the effective date of the PPP Program curtailment or elimination at no additional cost to County. In the event of any such curtailment or elimination, and prior to any such curtailment or elimination, this requirement shall be implemented by the parties

by a formal negotiated amendment to this Agreement which amendment shall address the continuing rights and responsibilities of the parties. Negotiations shall begin at least one hundred twenty (120) days prior to the anticipated effective date of any such curtailment or elimination.

2. MAXIMUM OBLIGATION: County's reimbursement to Contractor for each Fiscal Year that this Agreement is in effect shall not exceed One Million, One Hundred Ninety Thousand, Two Hundred Thirteen Dollars (\$1,190,213).

For each Fiscal Year that this Agreement is in effect, that portion of the maximum obligation for the provision of primary care services shall be One Million, One Hundred Ninety Thousand, Two Hundred Thirteen Dollars (\$1,190,213). This portion of the maximum obligation may be changed if there is a reallocation to or from other County contract service providers under the County's PPP Program for primary care in accordance with the FUNDING REALLOCATION OF COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION UNDER THIS AGREEMENT AND OTHER PPP PROGRAM CONTRACTS Paragraph of this Agreement.

Director shall have the discretion, upon written request of the Contractor, to transfer up to fifty percent (50%) of the individual maximum obligations set forth herein for primary, dental or specialty care from one such service category to any such other. Any such transfers of funds shall be memorialized through a written amendment to this Agreement.

3. DISCRETIONARY USE OF MAXIMUM OBLIGATION FOR PATIENT CARE RELATED USES: Notwithstanding any other provision under this Agreement, Director may, at his/her sole discretion, permit Contractor to use a portion of the Maximum Obligation set forth under the MAXIMUM OBLIGATION Paragraph above for the purchase of medical supplies, the provision of patient education or the implementation of disease management tools. Nothing contained herein shall be construed to permit Contractor to purchase supplies or services that are included within the definition of "ancillary services", as that term is defined in Exhibits(s) B, or to purchase supplies necessary to provide all required ancillary services.

By the start of the fourth quarter of each Fiscal Year that this Agreement is in effect, Director shall determine whether Contractor is projected to expend at least ninety percent (90%) of the Maximum Obligation set forth in the MAXIMUM OBLIGATION Paragraph above, which determination shall be based upon Director's review and straight-line projection of Contractor's claims adjudication history with the County for services provided under this Agreement. If Contractor is projected to expend at least ninety percent (90%) of the Maximum Obligation, Director shall notify Contractor in writing that Director wishes to consider Contractor for the reallocation of up to five percent (5%) of the Agreement's Maximum Obligation, which funds may be reallocated from the provision of direct patient care to the



purchase of medical supplies, the provision of patient education, or the implementation of disease management tools. Contractor shall reply to Director in writing whether Contractor would like to initiate this reallocation. Upon receipt of Contractor's affirmative response, Director and Contractor shall meet to determine whether the funds are to be reallocated to the purchase of medical supplies, the provision of patient education, the implementation of disease management tools, or a combination of these three activities.

The reallocation of funds set forth hereunder will occur after DHS' Office of Ambulatory Care ("OAC") conducts an analysis of Contractor's performance history under this Agreement to determine whether it is reasonable and foreseeable that Contractor will expend its remaining contract funds on direct patient care services. In determining whether a reallocation is appropriate under this provision, Director must find that a reallocation of funds would not, in Director's sole discretion, negatively impact Contractor's ability to provide direct patient care under this Agreement and that such a reallocation, in his/her sole discretion, would benefit Contractor's PPP patients.

Any such administrative funding reallocation: 1) shall not cause County to exceed the Board of Supervisors' approved total County Maximum Obligation as set forth under the MAXIMUM OBLIGATION Paragraph above; 2) shall require that Director inform the Board of Supervisors and Chief Administrative Officer of the

reallocation by Board memo prior to such reallocation being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

4. FUNDING REALLOCATION OF COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION UNDER THIS AGREEMENT AND OTHER PPP PROGRAM CONTRACTS:

Notwithstanding any other provisions under this Agreement, Director may, at his/her sole discretion, administratively reallocate (increase or decrease) the funding under this Agreement beginning with County Fiscal Year 2005-2006 (July 1 through June 30) up to a maximum of seventy-five percent (75%) of the original County maximum obligation under this Agreement for such Fiscal Year.

Reallocation of funds will occur after DHS' OAC conducts a Request for Information ("RFI") process. OAC shall initiate this process through the issuance of a formal RFI, which may first be issued to the County's Strategic Partners and may thereafter be issued to the Traditional Partners if any funding remains for reallocation. In the RFI, OAC will solicit from the Contractors information as to each Contractor's ability to provide additional services at existing service sites and/or new service sites.

In addition to considering each Contractor's stated expansion plans and fiscal needs, OAC shall also consider the following: 1) each Contractor's Performance Level through the date of its response to the RFI; 2) the health care needs of the community, as determined by DHS according to the process set

forth below; 3) DHS and PPP Program priorities; and, 4) the Contractor's financial, programmatic, administrative compliance with its existing PPP Agreement(s).

To determine a Contractor's "Performance Level", Director shall calculate the dollar amount by which Contractor is over performing or under performing under this Agreement according to the following formula:

DIVIDE:

Year-to-date adjudicated Claims BY THE  
Year-to-date County Maximum Obligation\*

MULTIPLY TIMES:

County Maximum Obligation

EQUALS the Administratively Adjusted County Maximum  
Obligation

MINUS the County Maximum Obligation

EQUALS the dollar amount over or under the County Maximum  
Obligation

To determine the Year-to-date County Maximum Obligation:  
divide the County Maximum Obligation for the Agreement by  
the number of contract months for the Agreement term,  
multiplied by the number of months included in the  
retrospective performance review.

Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level, in County's sole discretion, will not be considered for additional funding.

Additionally, if County determines that a Contractor has a substantial "underperformance" service level, and notwithstanding that Contractor has refrained from participating in any RFI

process, County may, according to the process set forth hereunder, affect an amendment to Contractor's existing PPP Agreement(s) to decrease Contractor's maximum obligation(s) and reallocate that funding to other Contractors that have or are participating in a RFI process.

To determine the community's health care needs, OAC independently will review and research the unmet health care need in the service area of the Contractor. OAC shall examine factors including, but not limited to, the general availability of health care services in the service area, the location of facilities providing health care, including all County operated facilities, the hours of operation at these facilities and the documented backlog, if any, at these facilities.

DHS and PPP Program priorities will be based on initiatives driving DHS policy, Board of Supervisors' policies and priorities, and the County's Strategic Plan.

Finally, a Contractor's financial, programmatic, and administrative compliance will be determined by OAC's review of any annual monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

In the event that a reallocation of funding occurs prior to OAC conducting its annual monitoring, such that monitoring reports and corrective action plans are not available, OAC shall determine a Contractor's compliance in this area by reviewing all available quality assurance documentation on file with OAC and

any documentation otherwise available to County related to Contractor's performance of its PPP Agreement(s).

Regardless of the means by which OAC determines compliance, and absent extreme or extenuating circumstances, a Contractor shall not be considered for reallocation funding if a Contractor or its subcontractors or its medical practitioners have been the subject of one or more of the following actions: (a) disciplinary action by the State Medical Board (i.e., licensure revocation, suspension, or probation); (b) professional malpractice judgment or settlements; (c) exclusion from participation in federally funded health care program; or (d) proposed termination or actual termination of a County contract for quality of care reasons.

Contractors, if affected by a funding increase but dissatisfied with the result of the RFI process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal procedure to be incorporated into that process. The Director's determination shall be final.

Contractor, if affected by a funding decrease, shall be given thirty (30) calendar days advance written notice via facsimile transmission of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within fourteen (14) calendar days of the date of such facsimile transmission. If Contractor's appeal is received in a timely manner as defined herein, Director shall

analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding decrease determined by Director under this Agreement, but only after all appeals regarding contract funding reallocations for this Agreement and other PPP Program contracts, and all appeals in the RFI process, have been received and analyzed by Director, whose decision shall be final.

In his or her sole discretion, Director also may administratively reallocate funds pursuant to this Paragraph in the event that, during the term of this Agreement and as a result of the closure of any County health facility, Contractor, at County's request or direction, takes on former County patients with chronic medical conditions and/or a high burden of disease, and Contractor's provision of primary care services to this patient population results in increased pharmaceutical costs to Contractor.

In any event, any such administrative funding reallocation:

- 1) shall not cause County to exceed the Board of Supervisors' approved total County maximum obligation for all PPP Program contracts for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief Administrative Officer of the final reallocation amounts by Board memo prior to such reallocations being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

Any other funding increase or decrease to the County maximum obligation under this Agreement shall be effected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement, and by formal amendments to the other affected PPP Program contract(s).

5. TERMINATION OF AGREEMENT:

A. Notwithstanding any other provision in this Agreement, this Agreement shall be effective and binding upon the parties in each subsequent County July 1 - June 30 fiscal year only, or any portion thereof, in the event that funds for the purposes hereof are appropriated for such County fiscal year by County's Board. If such funds are not so appropriated, Agreement shall be deemed to have terminated as of midnight, June 30 of the prior fiscal year.

B. Notwithstanding any other provision in this Agreement, the Director of County's Department of Health Services, or his/her designee (hereafter "Director"), may suspend this Agreement immediately if Contractor, its agents, subcontractors, or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractors, or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients or clients receiving or requesting services from it. Notification of any such suspension shall be in writing. The suspension

notice shall state in detail the reason(s) for the suspension, as well as the length of the suspension [not to exceed forty-five (45) calendar days from the date the notice is received by Contractor].

In the event of any suspension pursuant hereto, Contractor shall, if it requests, be provided with a reasonable opportunity during the first ten (10) working days of the suspension period to meet with Director to discuss the reasons for the suspension. If Contractor and Director agree upon appropriate remedial action, or if it appears that the reasons for the suspension have been corrected, or the suspension is deemed inappropriate, the suspension shall be lifted. If Contractor does not request such a meeting, or if Contractor and Director are unable to agree upon appropriate remedial action, Director shall, at the end of the ten (10) working day period, either (a) recommend to County's Board immediate termination of this Agreement, or (b) recommend termination of this Agreement pursuant to the authority set forth in this Paragraph. Until County's Board takes action on such recommendation, the suspension of the Agreement shall continue.

C. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such



termination shall be effective immediately upon delivery of written notice of termination to the breaching party.

D. Subparagraphs B. and C. hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.

E. Subparagraphs B. and C. hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.

F. Subparagraphs B., C., D., and E. hereof notwithstanding, either party may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to the other party.

G. Following a determination by authorized officials of either the Federal or State government that any provision

of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

6. CONTRACT ADMINISTRATION: Director or his authorized designee shall have the authority to administer this Agreement on behalf of County.

7. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit(s) A, attached hereto and incorporated herein by reference, to Eligible Patients defined in the ELIGIBILITY Paragraph, hereinbelow, and in accordance with the payment provisions and rates specified in Exhibit(s) B, attached hereto and incorporated herein by reference. Services shall be provided in a manner that is linguistically appropriate and culturally sensitive to the community to be served and shall be available during the hours and at the locations specified in Exhibit(s) A.

Contractor shall keep clear records of the number of Eligible Patients served hereunder, including the service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with the RECORDS AND AUDITS Paragraph, subparagraph "A", Records of Services Rendered, in the

ADDITIONAL PROVISIONS, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of five (5) years following the termination or expiration of this Agreement. Contractor shall provide reports of such information to Director, upon request, in accordance with the REPORTS Paragraph, also set forth in the ADDITIONAL PROVISIONS to this Agreement.

8. ELIGIBILITY: No Eligible Patient shall be turned away, barred, or delayed in receiving services, based on the patient's payor status or ability to pay.

A. For purposes of this Agreement only, an Eligible Patient for whom Contractor may be reimbursed hereunder is defined as an individual (a) whose total net family income is at or below 133 1/3% of the Federal Poverty Level ("FPL"), and who does not have or qualify for third-party payor coverage for the services, and (b) who meets County of Los Angeles residency requirements described in the NON-EMERGENCY MEDICAL AND/OR DENTAL CARE SERVICES REQUIREMENTS Paragraph of this Agreement. By definition, Eligible Patients shall also include patients who are General Relief ("GR") recipients of County.

Contractor shall determine whether a patient is an Eligible Patient for purposes of this Agreement by appropriate completion of a County Certification of Indigency ("COI"), a self-certification form approved by DHS

for this program, labeled Exhibit C, attached hereto and incorporated herein by reference. Patients or their lawful representatives shall be required to complete a COI for the initial visit and at least every twelve (12) months thereafter, unless the patient's Los Angeles County residency, family size and/or financial circumstances change. Contractor shall inquire at each visit whether there has been any change in Los Angeles County residency, family size or financial circumstances since the last visit and document such in chart. In the event of any such change, an updated COI shall be immediately completed. All patients shall be required to complete the COI.

Contractor is responsible to ensure that the COI is complete and valid and to provide services only to Eligible Patients.

All prior and current completed, signed, and dated COIs shall at all times be physically located in the Eligible Patient's medical or dental record as appropriate and applicable. In the event that Contractor maintains an electronic medical record, Contractor may scan the completed, signed, and dated COI into the Eligible Patient's medical or dental record, as appropriate. Contractor shall assure that the original completed, signed and dated COI is maintained in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS. Contractor may

maintain the original completed, signed and dated COI separate from the electronic medical record.

To the extent the FPL is revised by Department of Health and Human Services ("DHHS"), then the COI shall be automatically revised, as of the effective date of such DHHS revision, to reflect such change. The effective date of the COI revision in such circumstances shall be the effective date of the Federal change in the FPL. Contractor shall be responsible for requiring the completion of a revised COI for each patient upon the patient's first visit subsequent to the effective date of the COI revision.

B. Patients with third-party coverage include, but are not limited to, those who have or qualify for Medicare, Medi-Cal, Denti-Cal, Healthy Families, Healthy Kids, or other types of public and private health programs. Private insurance or health maintenance organization ("HMO") or prepaid health plan coverage shall also be considered third-party coverage. Services or supplies billable to third-parties and reimbursable by such third-parties in whole or in part shall not be billed to County hereunder.

C. Contractor shall be required to screen and refer to appropriate County staff, as necessary, all patients who may be potentially eligible for Medi-Cal, Denti-Cal, Healthy Families, Healthy Kids, Children's Health and Disability Program ("CHDP") or other types of public and private health

programs. Appropriate referral contact information shall be provided to Contractor by Director upon execution of this Agreement via the Provider Information Notice process.

9. NON-EMERGENCY MEDICAL AND/OR DENTAL CARE SERVICES

REQUIREMENTS: As a prerequisite to the provision of non-emergency medical and/or dental care services as applicable under this Agreement, Contractor shall verify that each patient is eligible for services under this Agreement by using the COI attached hereto as Exhibit C which shall be updated and revised in accordance with changes to the FPL via the Provider Information Notice process. Accordingly, the COI shall be used to verify a patient's eligibility for PPP Program services based upon financial status and County of Los Angeles residency.

A. For purposes of this Agreement, to be eligible for PPP services, patients must provide proof of residency in the County of Los Angeles of the United States of America at each visit when the COI is updated (i.e., at least every twelve (12) months unless the patient's family size and financial circumstances change) in accordance with ELIGIBILITY Paragraph of this Agreement. Additionally, Contractor shall be responsible for assuring that the COI reflects the provision by the patient of proper address verification, as set forth by the means described in this Paragraph, prior to the provision of PPP services.

The following documents shall constitute acceptable proof of County of Los Angeles residency in order of preference: a) valid California Driver's license, b) valid Department of Motor Vehicles Identification Card, c) government-issued identification card with patient's or legally responsible relative's picture and address (e.g., Matricula Consular), d) school identification, e) GR identification, f) utility bill dated within sixty (60) days of the date presented, g) any mailing addressed to the patient and canceled by the U.S. Post Office dated within sixty (60) days of the date presented, or h) rent receipt or letter from provider verifying in-kind residential address dated within sixty (60) days of the date presented.

B. Those patients who are "homeless" (i.e., those residing in Los Angeles County without an address) or those who are living in shelters, living in the home of another, or residing in rural areas without postal services, shall qualify for services under this Agreement by signing the "Affidavit of Residency" attached hereto and incorporated herein by this reference as Exhibit D. Contractor shall place a completed Affidavit of Residency in the patient's medical record, as an attachment to the COI, as proof of residency for all homeless patients.

C. PPP eligible patients who do not meet the requirements of this provision are ineligible for PPP services and shall not be billable under this Agreement.

D. Notwithstanding the foregoing, patients that meet the income requirements of the PPP Program but live outside Los Angeles County shall continue to be eligible for public health services under this Agreement in accordance with County policy. County shall provide a detailed description of this policy and the appropriate implementation of the policy under this Agreement through a Provider Information Notice.

10. BILLING AND PAYMENT: Contractor shall bill County in arrears in accordance with the terms, conditions, and rates set forth in Exhibit(s) B. Contractor shall use its own provider number in billing third-party payors.

All new billing for the Fiscal Year must be submitted to County's claims adjudicator no later than August 15<sup>th</sup> of the following Fiscal Year. All corrected or appealed billing for the Fiscal Year must be submitted to County's claims adjudicator no later than September 15<sup>th</sup> of the following Fiscal Year. Failure to adhere to these requirements shall result in the denial of all applicable claims submitted after these dates.

11. PATIENT BILLINGS: Contractor shall not bill Eligible Patients hereunder, but may accept voluntary donations from Eligible Patients or their families, provided that such donations



are not linked to the receipt of services nor are a condition of receipt of services hereunder.

12. THIRD-PARTY BILLINGS: Contractor shall use its own provider number for purposes of billing third-party payors. Contractor shall not bill County for services or supplies which are reimbursable, in whole or in part, by a third-party payor, or covered, in whole or in part, by another Federal, State, or County program, grant, or contract.

13. STANDARDS OF CARE:

A. Contractor and County shall provide for supervision and monitoring of services rendered under the terms of this Agreement in accordance with recognized standards through regular review of patient medical records by Contractor's appropriately designated staff and by County staff designated by the Director.

B. Contractor shall ensure that all services provided pursuant to this Agreement are provided by staff who are employed by or under contract with Contractor, duly licensed, as applicable, to practice their professions in the State of California, in good standing with all applicable Boards of the State of California, and have not been barred from participation in any Federally funded health program. Contractor shall maintain documentation and be able to demonstrate to Director that staff providing services hereunder comply with the above requirements.

C. All ancillary and para-medical personnel who are appropriately employed by or contract with Contractor shall be properly licensed or credentialed, if necessary, to practice in the State of California and otherwise appropriately qualified and appropriately supervised to render care hereunder. Contractor shall maintain documentation and be able to demonstrate to Director that all such personnel providing services hereunder comply with the above requirements.

14. LINGUISTIC/CULTURAL COMPETENCY: Contractor shall provide a sufficient number of health care providers who are linguistically and culturally competent. For constituencies amounting to ten percent (10%) or more of Contractor's patient population at a facility, such linguistically competent staff shall be available to provide translation services. Linguistically and culturally appropriate patient education materials shall also be available to Contractor's patients.

15. ACCESS TO HEALTH SERVICES: Contractor shall not design or deploy programs in such a manner as to exclude or disadvantage low-income uninsured patients or to advantage patients with third-party payors or financial means.

16. CONTRACT COMPLIANCE: As set forth in this Agreement, the County will conduct annual administrative, financial, and program monitoring visits of Contractor. To determine Contractor's compliance in these areas, County will use the following

instruments: Instrument for County Administrative Monitoring of Contracts, Instrument for County Financial Monitoring of Contracts, and Instrument for County Programmatic Monitoring of Contracts, all of which shall be provided to Contractor prior to the commencement of services under this Agreement by way of the Provider Information Notice, which process is described hereunder.

Upon the conclusion of any annual monitoring visit, County shall provide Contractor with a written report setting forth any and all deficiencies which Contractor shall be expected to remedy to Director's sole satisfaction as well as any timeframes in which the identified deficiencies must be corrected. Contractor shall respond to County's report through a corrective action plan no later than sixty (60) days following receipt of a site deficiencies' notice. Contractor's corrective action plan shall provide either a statement that the deficiency(ies) has/have been corrected or a statement setting forth the reason(s) the deficiency(ies) has/have not been corrected. If necessary, at Director's sole discretion, County shall respond to Contractor's written corrective action plan with a follow up monitoring visit.

Contractor's failure to respond with a corrective action plan, as described above, may result in the assessment of liquidated damages, as set forth in Exhibit(s) B at the sole discretion of Director.

Additionally, the following table summarizes the items being monitored and sets forth whether Contractor's failure to respond

with a corrective action plan or to correct the cited deficiency to Director's satisfaction within the timeframe established by Director will trigger the assessment of liquidated damages.

Type of Monitoring/Audit	General Contract Requirement	Damages*
Administrative	Development, posting, and educating staff on policies	No
	Required policies and procedures	No
	Days and/or Hours of Operation	Yes
	Key Personnel and Personnel Requirements	No
	Professional Staff Licensure, Certifications, and Certifications	Yes
	Employee Health Clearances, Orientations, Training, and Written Notices	No
Programmatic	Staff knowledgeable on operational, and health and safety procedures	No
	Health Education Program	No
	Medical Record storage, legibility, organization, completeness of record	Yes
	Emergency plan	No
	ADA requirements	No
	Safety Requirements from Title 22	Yes
	Pharmaceutical Services Requirements	Yes
	Infection Control	Yes
	Laboratory Services	Yes
	Radiology	Yes

\* See LIQUIDATED DAMAGES Paragraph for details on liquidated damages.

17. LIQUIDATED DAMAGES: The parties to this Agreement acknowledge that, in certain circumstances, the amount of actual damage sustained by County because of Contractor's failure to comply with certain provisions of this Agreement would be impracticable or extremely difficult to fix. Accordingly, the parties agree that the Director may assess the following amounts

against Contractor as liquidated damages, not as a penalty, for each of the following performance failures:

#### LIQUIDATED DAMAGES ASSESSMENTS

Performance Categories	Contract Requirements	Damages
Audits		
Administrative, Programmatic, and Fiscal Monitoring	Submit Corrective Action Plans in response to administrative, programmatic, or fiscal findings	Contractor will be assessed \$50.00 per day for each day the CAP is past due, until the Office of Ambulatory Care receives the CAP.
Staff Qualifications		
License, Certificates, DEA number	License, Certificates, DEA numbers must be available at the facility and corporate offices for each staff member.	Contractor will be assessed \$50.00 per day for the first 10 days, \$100.00 for each day thereafter until remedied, per each effected staff member or certificate that is determined non-compliant.
Physician/Non Physician Standardized Protocols	A single primary care physician must supervise non-medical practitioners. Standardized protocols must be established and signed.	Contractor will be assessed \$50.00 per day for the first 10 days, \$100.00 for each day thereafter until the violation is remedied.
Medical Records		
Medical Records contain required documentation	Documentation of financial eligibility in medical record	County shall disallow, and therefore shall not reimburse Contractor for, any visit that is not supported by such documentation.

Performance Categories	Contract Requirements	Damages
Compliance with storage, security, confidentiality, requirements	Documentation of medical visit in medical record	Non-Compliance with storage requirements will result in fine of \$50.00 per day for the first 10 days of non-compliance, \$100.00 for each day thereafter.
Safety		
<ul style="list-style-type: none"> <li>• Fire protection and Safety plan</li> <li>• Cleanliness of facility</li> <li>• Exit signs</li> <li>• Treatment Areas</li> <li>• Equipment maintenance and calibration</li> </ul>	All California Code of regulations ("CCR") Title 22 safety Requirements	Each violation will be assessed at \$100.00 per each day until the violation(s) is remedied.
Pharmaceutical Services		
<ul style="list-style-type: none"> <li>• Expired Drugs</li> <li>• Drug Storage</li> <li>• Disbursement of pharmaceuticals</li> </ul>	Compliance with all Business and Professions Code Provisions	Each violation will be assessed at \$100.00 for each day until the violation is remedied.
Infection Control		
<ul style="list-style-type: none"> <li>• Autoclave</li> <li>• Protective clothing/gear</li> <li>• Biohazard</li> <li>• Disinfectants</li> </ul>	Compliance with CCR Title 22, CCR Title 8, and OSHA requirements for infection control.	Each violation will be assessed at \$100.00 per day until the violation is remedied.
Laboratory and Radiology Services		
<ul style="list-style-type: none"> <li>• CLIA</li> <li>• Operating Certificates</li> <li>• Expired Medical Supplies</li> <li>• Employee X-Ray Badges and Aprons</li> </ul>	All CCR Title 17 and CCR Title 22 pertaining to laboratory and radiology.	Each violation will be assessed at \$100.00 per day until the violation is remedied.

Performance Categories	Contract Requirements	Damages
Other Assessments		
<ul style="list-style-type: none"> <li>• Days and/or Hours of Operation</li> <li>• Accessing After-Hour and Emergency Services</li> </ul>	Exhibit A: Contractor's Obligations	Contractor will be assessed \$50.00 for the first day, and \$100.00 for the second day and every day thereafter for each day Contractor is out of compliance until the violation is remedied.

Contractor shall pay County any assessment, upon written demand and invoice by Director, or, in Director's sole discretion, Director may credit County such amount against billings for Agreement services received from Contractor.

The rights and remedies set forth in this Paragraph are in addition to any other rights and remedies afforded to County pursuant to this Agreement or by law and shall not supercede those rights and remedies, which rights and remedies shall include, but not limited to, the right to terminate this Agreement as set forth in the TERMINATION OF AGREEMENT Paragraph of this Agreement.

18. PUBLIC HEALTH SERVICES: Contractor shall cooperate with Director during communicable disease outbreaks, back-to-school immunization drives, traveling Sexually Transmitted Disease team efforts, or other public health emergencies.

19. POLICIES: In addition to having all written policies required by all Federal, State, and local laws, ordinances, rules regulations and directives applicable to its performance under

this Agreement, Contractor must also have written policies to inform staff about issues in accordance with the Instrument for Programmatic Monitoring, which shall be provided to Contractor prior to the execution of this Agreement through the Provider Information Notice process described hereunder.

20. PARTICIPATION IN DEPARTMENT'S INITIATIVES: Contractor shall participate in the Department's PPP Contractor performance measurement and tracking, PPP quality assurance activities, and the Department's larger quality assurance effort for DHS and PPP sites.

21. PROVIDER INFORMATION NOTICE: During the term of this Agreement, County shall provide Contractor with non-substantive, administrative, programmatic and fiscal guidelines and updates through the Provider Information Notice ("PIN") process. Contractor shall be responsible for reading all PINs and assuring that they are assembled and maintained in a single file or notebook at Contractor's premises. Additionally, Contractor shall assure that all personnel affected by a PIN are notified of the information immediately upon Contractor's receipt of the PIN and that all actions or changes required to be made by a PIN are taken or made immediately, unless a different timeframe is specified in the PIN. All substantive changes to this Agreement shall be made only through a formal amendment duly executed by both parties.



22. SYSTEM FOR OUTPATIENT PRIMARY, DENTAL AND SPECIALTY  
CARE AND ADMISSIONS/RETURN OF PATIENT FOR PRIMARY, SPECIALTY  
AND/OR DENTAL CARE:

A. If Contractor staff decide that a patient requires primary care (only in the event that Contractor does not provide primary care services pursuant to the terms of this Agreement), dental care services (only in the event that Contractor does not provide dental care services pursuant to the terms of this Agreement), specialty care services (only in the event that Contractor does not provide specialty care services pursuant to the terms of this Agreement), diagnostic, or inpatient services, County's Cluster Referral Center may be contacted to direct Contractor to the most appropriate provider or the Contractor may choose to use other available resources. County Referral Center's telephone number and facsimile numbers shall be provided to Contractor as soon as practicable after the execution of the Agreement. Contractor shall utilize County's web-based referral system (i.e., WebReferral) as instructed by County upon its implementation in Contractor's Cluster. The guiding principle is that all patients, including Eligible Patients, shall be directed to the most accessible and appropriate facility to promote continuity of care.

B. Contractor shall provide each patient that is referred via the County's Referral Center a list of the

residency documentation that they will need to provide at their visit(s) to the County facility in accordance with the NON-EMERGENCY MEDICAL CARE SERVICES REQUIREMENTS Paragraph of this Agreement.

23. COUNTY SERVICES TO PATIENTS REFERRED BY CONTRACTOR:

Notwithstanding any right of Contractor hereunder to refer patients to County in accordance with the SYSTEM FOR OUTPATIENT, PRIMARY, DENTAL AND SPECIALTY CARE AND ADMISSIONS/RETURN OF PATIENT FOR PRIMARY, SPECIALTY AND/OR DENTAL CARE Paragraph of this Agreement, the parties understand that the actual provision of any such services is subject to the decision of County medical staff designated by Director to review such referral. If County medical staff rejects any such referral, Contractor medical personnel who have initiated the referral shall be contacted by County medical staff for agreement on an alternate disposition of the patient.

Contractor shall refer a patient for specialty care only when all treatment options have been exhausted or the patient's medical condition dictates specialty care or both.

24. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to

the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its

obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

25. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

26. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to

commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:  
Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain

the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

27. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Workers' Compensation and Employers' Liability:

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per



occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

Contractor, if a Federally Qualified Health Center ("FQHC"), may satisfy all or a portion of this insurance requirement by demonstrating what professional services contemplated by this Agreement are covered under the Federal Tort Claims Act ("FTCA"). If Contractor claims such FTCA coverage as an acceptable substitute, Contractor shall provide proof thereof, in the form of a letter from an authorized representative of the Federal government, stating the extent of FTCA coverage for this Agreement, and reflecting clearly the categories of Contractor health practitioners covered by the FTCA.

Contractor's request shall be submitted to Director, either before commencing services under Agreement or prior to Contractor's conversion of its professional liability coverage under a commercial policy to such FTCA coverage. Contractor shall promptly respond to Director's requests for additional information required by County to evaluate Contractor's request. County's findings with respect to any such coverage shall be conveyed in writing by Director to Contractor within thirty (30) calendar days of Director's receipt of Contractor's request.

D. Dentist Insurance Coverage: If Contractor receives funds under this Agreement to provide dental care services, except in those cases where Contractor covers its employees or member dentists under its policies of insurance, or where Contractor is a FQHC and its employees and dentists are deemed to be covered under section 224(a) of the FTCA, Contractor shall require each of its employees or member dentists to separately maintain general liability and professional liability insurance in the same amounts and limits, and with the same endorsements, as required of Contractor by this Agreement. Evidence (certificates) of such insurance shall be maintained at Contractor's business office and made available to authorized representatives under this Agreement at all times upon request. Prior to the delivery of covered services hereunder, Contractor shall provide to Director copies of certificates of the insurance required hereunder for each employee or member dentist. If a new dentist is added by Contractor, Contractor shall provide Director with evidence (certificates) of insurance on each dentist and shall give assurance in writing to Director that such insurance is in place and fully meets all of the conditions set forth above.

E. Property Coverage (as applicable to Takeover Locations only): Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles

of no greater than five percent (5%) of the property value,  
and shall include:

Real Property and All Other Personal Property -  
Special form ("all-risk") coverage for the full  
replacement value of County-owned or leased property.

28. INDEMNIFICATION AND INSURANCE APPLICATION TO

SUBCONTRACTOR(S): Contractor shall ensure that its  
subcontractor(s) providing services under this Agreement meet the  
requirements of the INDEMNIFICATION AND INSURANCE Paragraphs  
hereinabove, and shall ensure that all subcontract documents  
hereunder include such requirements.

29. PRIVATE FACILITY SERVICE DELIVERY SITE - MAINTENANCE  
STANDARDS: Contractor shall assure that the facility premises  
where services are provided under provisions of this Agreement  
are operated at all times in accordance with County community  
standards with regard to property maintenance and repair,  
graffiti abatement, refuse removal, fire safety, landscaping, and  
in full compliance with all applicable local laws, ordinances,  
and regulations relating to the property. Any cost in connection  
with Contractor's performance of this obligation shall be borne  
by Contractor. County's periodic monitoring visits to  
Contractor's facility premises shall include a review of  
compliance with the provisions of this Paragraph.

30. ADDITIONAL PROVISIONS: The attachment labeled  
"ADDITIONAL PROVISIONS" is part of this Agreement and the terms

and conditions therein contained shall apply to the parties' relationship as though fully set forth herein.

31. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS and attached Exhibits, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

32. AGREEMENT INCONSISTENCIES: To the extent any conflict exists between the language of the body of this Agreement/ ADDITIONAL PROVISIONS, and the Exhibits attached hereto, then the body of the Agreement/ADDITIONAL PROVISIONS, and the Exhibits, including their attachments, in the order of their alphabetical sequence shall govern and prevail in that order.

33. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding on the parties.

34. CONTRACTOR'S OFFICES: Contractor's primary business office is located at: 519 East Broadway Boulevard, Glendale, California 91205. Contractor's business telephone number is

(818) 409-3020 and facsimile/FAX number is (818) 243-2713.

Contractor shall notify in writing County's OAC of any change in its primary business or billing address, business telephone number, and/or facsimile/FAX number used in the provisions of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAC in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. For changes in Contractor's corporate or other legal status, the consent of County thereto may be required in accordance with the PROHIBITION AGAINST ASSIGNMENT AND DELEGATION Paragraph in the ADDITIONAL PROVISIONS, attached hereto, as a condition to this Agreement continuing.

35. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested) and, as necessary, by facsimile transmission and addressed as follows:

A. Notices to County shall be addressed as follows:

Department of Health Services  
Office of Ambulatory Care  
313 North Figueroa Street  
Room 904  
Los Angeles, California 90012  
Attn: Director

B. Notices to Contractor shall be addressed as follows:

All For Health, Health For All  
519 East Broadway Boulevard  
Glendale, California 91205  
Attn: Director

If personally delivered, such notice shall be deemed given upon delivery. If mailed or transmitted by facsimile in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the facsimile transmission validation or U.S. mail receipt, whichever applies based on mode of transmission used. Either party may change its address for notice purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ALL FOR HEALTH, HEALTH FOR ALL  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O' Neill, Chief  
Contracts and Grants Division

ADDITIONAL PROVISIONS  
PUBLIC/PRIVATE PARTNERSHIP PROGRAMS

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## ADDITIONAL PROVISIONS

### PUBLIC/PRIVATE PARTNERSHIP PROGRAMS

#### 1. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, volunteers, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Contractor is to notify Director immediately by phone/in writing of any license/certification suspension/revocation of facility or personnel.

The licenses, permits, registrations and certificates required by law which are applicable to this Agreement may include, and may not be limited to, the following: a free or community clinic license; a current fictitious business name permit from the California Medical Board for every service site from which Contractor is performing services under this Agreement; a business permit or license from the jurisdiction in which Contractor's service site(s) is or are located; and

current, unrestricted valid licenses from the California Board of Dental Examiners and/or the California Medical Board and/of the California Board of Osteopathy and/or any other State licensing agency.

2. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

3. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and

as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

4. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

5. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

6. PERSONNEL: Contractor shall adhere to applicable personnel standards of California Code of Regulations ("CCR")

Title 22. Additionally, Contractor shall meet the following requirements:

A. Qualifications: Personnel providing services hereunder, whether volunteer, contract, or employed (all hereafter referred to as "Contractor Staff"), shall be qualified for their responsibilities through appropriate education and training, and shall wear identification badges specifying name and occupation (e.g., M.D., D.D.S., R.N., etc.).

B. Licensure and Continuing Education: All Contractor Staff, including mid-level practitioners and nurse practitioners, providing services hereunder shall hold at all times a current, valid unrestricted license, registration, or certification issued by the appropriate State licensing agency. Copies of current licenses, registrations, and certifications shall be maintained in Contractor personnel files, and made available for review upon request by Director.

Contractor shall have in place a system to ensure that all Contractor Staff licenses are current and unrestricted and staff are under no Federal or State sanctions.

Contractor shall have in place a mechanism to ensure that Contractor Staff provide patient services consistent and

commensurate with their specialty, training, education, and experience and shall provide evidence of such upon request by Director.

Contractor shall also ensure that Contractor Staff regularly participate in appropriate continuing educational programs or activities to maintain their licenses, registrations, and certifications. Evidence of participation in such programs shall also be maintained in personnel files, and made available for review upon request by Director.

Contractor Employees shall be eligible to participate in County's continuing medical education programs for its own employees.

C. Provider Roster: Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of all of its then current medical/dental staff (including voluntary, part-time, full-time staff, physicians, dentists, osteopaths, pharmacists, mid-level practitioners, i.e., nurse practitioners, nurse midwives, physician assistants). As applicable, data elements include, but are not limited to: name, social security number, office address/telephone number, gender, date of

birth, language(s) spoken, current licenses/certificates: California Physician's and Surgeon's License Number/Expiration Date, DEA License Number/Expiration Date, Cardio-Pulmonary Resuscitation/Advanced Cardiac Life Support Certificate/Expiration Date, Educational Commission for Foreign Medical Graduates (ECFMG) Number; professional education and training; Hospital, Health Maintenance Organization (HMO), Independent Physician Association (IPA), or other current practice affiliations; continuing education information; specialty(ies), board status (board-eligible or board-certified); current or past history of professional licensure actions, Medi-Cal/Medicare sanctions, Business and Professions Code section 805 report filings, disciplinary actions taken by State Medical Boards (i.e., licensure revocation, suspension, or probation) within last six (6) years, loss of clinical privileges with explanation section, medical malpractice claims history; whether provider is a County employee or otherwise is providing services to County as a volunteer or under a separate contract with the County; and any other information deemed necessary by the Director for the site certification/credentials verification process. Contractor shall provide Director with an updated provider roster, with a completed information sheet for each new



provider (both voluntary and employed, physician and mid-level practitioner) and the deleted providers clearly indicated at least thirty (30) calendar days prior to any addition or deletion of a provider delivering services under this Agreement or as soon as Contractor becomes aware of the staffing change. Contractor shall promptly remove any primary care physician or non-physician medical provider scheduled to provide or providing services hereunder upon the written request of Director who shall state the reasons for this action in his/her request.

D. Supervision: All Contractor Staff shall be deployed into a staffing configuration that allows for the supervision required by CCR Title 22.

E. Physical Examination: Each Contractor Staff person providing services under this Agreement shall be examined prior to providing services hereunder and at least once annually hereafter by a person lawfully authorized to perform physical examinations within California and further, shall be immunized against common communicable diseases. Contractor shall continuously maintain the results of such examinations and immunizations, and provide Director, upon request, with evidence that each such person is free of infectious disease(s) and has received an annual TB skin

test and/or chest X-ray and a rubella antibody screening demonstrating immunity and/or vaccination. In addition, for Contractor Staff having direct contact with patient blood or blood contaminated body fluids under this Agreement, Contractor shall provide Director, upon request, with evidence that each such person has been offered a Hepatitis B antibody screening test demonstrating immunity and/or vaccination. In the situation where an individual has no demonstrated immunity, and has refused vaccination, a waiver to that effect must be on file.

Written certification that each Contractor staff person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor in personnel files for purposes of inspection and made available to Director upon request.

7. RULES AND REGULATIONS: Contractor shall provide to Director a copy of its rules and regulations, regarding the conduct of its officers, agents, employees, volunteers, contract staff, or affiliated personnel at County's Facility or Contractor's facility, as applicable. At a minimum, such policies and procedures shall prohibit intoxication while at County's Facility or Contractor's facility, as applicable,

behavior unbecoming to a health care provider, and behavior which may endanger the health and safety of patients or others at County's Facility or Contractor's facility, as applicable.

Contractor shall take appropriate action in accordance with its employee policies and progressive disciplinary action guidelines when any of its agents, officers, employees, volunteers, contract personnel, or affiliated personnel providing services at County's Facility or Contractor's facility, as applicable, has violated one or more such rules or regulations, or when such individual's behavior may adversely affect the delivery of health care services at County's Facility or Contractor's facility, as applicable.

8. QUALITY MONITORING: Contractor shall cooperate in active and effective quality assurance functions, to assure that necessary and appropriate services are provided in a timely manner to Eligible Patients seeking services at County's Facility (Takeover or Co-Location only) or Contractor's facility, as applicable and that such services are reflected in the patient's record with appropriate and complete explanations.

Contractor shall adopt and post in a conspicuous place a written policy on patients' rights. Complaints by eligible individuals with regard to substandard conditions may be investigated by the State Department of Health Services' ("SDHS")

Licensing and Certification Division, or such other County or State agency, as required or permitted by statute or regulation.

Contractor shall post a copy of agency's complaint/grievance procedure and DHS' complaint line telephone number or DHS' Health Information 800# in a conspicuous place in all patient waiting areas.

A. Quality Assurance Activities: As part of the overall Quality Assurance/Performance Improvement activities of DHS, the Contractor shall cooperate and participate in County's DHS system-wide Quality Assurance/Performance Improvement activities. Contractor shall cooperate with Director in active and effective quality assurance functions to monitor quality of care provided to County patients to ensure that services are: accessible, necessary and appropriate, focused on continuity of care, effective, efficient, patient-focused, provided in a safe care environment, provided in a timely manner, and accurately and completely recorded in the medical record.

Contractor shall monitor and evaluate the quality of patient care provided at County's Facility or Contractor's facility, as applicable, on an ongoing basis in accordance with a written Quality of Care Plan. Contractor shall make available for review by Director any monitoring reports issued as a result of State or Federal review for compliance.

Contractor shall conduct peer review activities for professional staff (including review of mid-level practitioners), maintain written documentation thereof, and review practice patterns. Contractor shall document any performance problems identified, institute appropriate corrective action, and follow the notification process to be delineated in the Provider Information Notices.

B. Facility Site Reviews: If Contractor currently participates as a provider in Medi-Cal managed care programs, Contractor shall provide Director with the most recent copy of its initial site certification review or annual County Facility (Takeover or Co-Location only) or Contractor facility, as applicable, site review (including a quality improvement component and any corrective action documentation), whichever has occurred within the twelve (12) calendar months prior to Director's request and which has been performed for Contractor's participation in Medi-Cal managed care programs. If Contractor is not currently participating in, or contemplating participation in, Medi-Cal managed care programs but has already been licensed by the SDHS as a free clinic or a community clinic, Director may accept the satisfactory completion of the State inspection for such licensure in lieu of the site certification process requirements.

If Contractor does not have any contracts with Medi-Cal managed care programs, and has consequently not had such a review performed at County's Facility site (Takeover or Co-Location only) or Contractor's facility site, as applicable, Contractor shall allow, at all reasonable times upon Director's request, Director's designated staff or designated personnel representing County under contract to perform such site reviews of Contractor's operation under this Agreement.

Contractor shall take corrective action on any deficiencies identified through any such site review performed either by Director staff or by a qualified review agency representing County under contract. If services have not commenced under this Agreement, such corrective action shall be accomplished before services commence. For services currently being provided under this Agreement, such corrective action shall be completed within sixty (60) calendar days of Contractor's receipt of a site deficiencies' notice, except that if the deficiencies compromise the quality of patient care delivered under this Agreement, Director may immediately suspend or recommend termination of this Agreement pursuant to the TERMINATION OF AGREEMENT Paragraph in the body of this Agreement.

Contractor, if a Federally Qualified Health Center ("FQHC"), shall make available for review by Director any monitoring

reports issued as a result of State or Federal review for compliance with FQHC regulations and standards.

9. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

10. BIO-HAZARDOUS WASTE: Contractor shall handle and dispose its infectious and bio-hazardous waste in accordance with all applicable laws and regulations.

11. PUBLIC HEALTH REPORTING REQUIREMENTS: Contractor shall comply with all reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

12. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the

purpose of advising patients and the general public of its health services, such message shall indicate that the health services which it provides under this Agreement are partially funded by the County of Los Angeles.

13. PARTIES' RELATIONSHIP:

A. This Agreement is not intended, and shall not be construed, to create the relationship of principal-agent, master-servant, employer-employee, business partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by Contractor.

C. County shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. Contractor shall have no liability or responsibility for the payment of



any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by County.

D. Contractor understands and agrees that all of its staff and employees furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any of its staff and employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

E. A written acknowledgment that each of Contractor's staff and employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed by Contractor with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER, and incorporated herein by reference.

14. SUBCONTRACTING: For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.
- (2) A description of the services to be provided under the subcontract.
- (3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof. In the event that the subcontracted services are to be provided to Contractor on either a gratuitous or "pro bono" or "volunteer" basis, Contractor shall state as such.
- (4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment, which must be approved in writing by Director before such amendment is effective.

A. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of the Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibit(s), including their attachments.

B. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director a copy of the proposed subcontract instrument. With Director's written approval of the subcontract instrument, the subcontract may proceed.

C. Subcontracts shall be made in the name of Contractor and shall not bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by County be construed as affecting any increase to the amount contained in the MAXIMUM OBLIGATION Paragraph.

D. Failure by Contractor to comply with this Paragraph 14 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at

its sole option, may obtain damages from Contractor resulting from said breach.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Except as may be provided in the SUBCONTRACTING Paragraph above, Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange,

assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. ARBITRATION: The parties shall meet and confer to resolve any dispute regarding the implementation or interpretation of this Agreement. Such informal process may be initiated, by either party, by written notice given by the initiating party to the other party in accordance with the provisions of the NOTICES Paragraph in the body of this Agreement.

In the event the parties are unable to resolve a dispute informally within thirty (30) calendar days of the date such written notice was delivered, either party may submit the matter to arbitration, upon written notice thereof to the other party. The arbitration shall be conducted by a single neutral arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall conduct the arbitration in accordance with such rules. The above notwithstanding, the California rules of discovery (California Code of Civil Procedure, section 2016 et. seq) shall apply to any such arbitration. The judgment rendered by the arbitrator shall be final and binding on the parties. Reasonable legal fees and costs of the prevailing party, as well as the costs of arbitration shall be borne by the non-prevailing party, unless the arbitrator expressly determines to the contrary; provided, however, that in no event shall the prevailing party be responsible for more than its legal fees and costs, or for more than one-half of the costs of arbitration.

Nothing herein is intended to foreclose any other rights under Agreement that each party may have to terminate or suspend Agreement.

17. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of

race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation, and shall act in accordance with all non-discrimination requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation.

18. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or



recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to relevant portions of its employment records of employees providing services at County's Facility or Contractor's facility, as applicable, during regular business hours to

verify compliance with the provision of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1672 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees providing services hereunder of the provisions of

Article 9 of Chapter 4 of Division 3, commencing with section 6150, of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, agents, or volunteers. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST: No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants

that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

21. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, data, and information, including, but not limited to, billings, County records and data, and other information obtained from County under this Agreement, in accordance with all applicable Federal, State, and local laws, ordinances, guidelines and directives relating to confidentiality.

Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentially Agreement, attached hereto as an Exhibit, for each of its employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph. Contractor shall provide to County an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached hereto as

an Exhibit, of each of its non-employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly advise County of all requests for disclosure of any such records or information and, OAC will release a PIN with an easy to use "check-off" form for Contractors to fill out and submit; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is,

releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to written procedures sent Contractor by County for this purpose.

22. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall maintain complete and accurate patient records including but not limited to: name, sex, birth date, and address; and medical records on all care provided at County's Facility or Contractor's facility, as applicable, all in accordance with Titles 17 and 22, California Code of Regulations standards for clinic operations, or Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") standards applicable to records for physicians, dentists, or hospital services, as appropriate. Contractor shall retain such records for the period required by law but in any event no less than five (5) years following the expiration or prior termination of the Agreement.

Contractor shall maintain accurate and complete financial (including billing and eligibility) records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and

complete employment and other records of all services provided hereunder. Contractor's record retention policy for all such records shall comply with State and Federal regulations. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement.

During such five (5) year period, as applicable, as well as during the term of this Agreement, all records or true and correct copies thereof pertaining to this Agreement, including but not limited to those described above, and all additional documents which bear any reasonable relationship whatsoever to this Agreement, shall be retained by Contractor at a location in Los Angeles County.

B. Audit Reports: In the event that an annual audit is conducted pertaining to the financial condition of Contractor by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such annual audit with County's Department of Auditor-Controller and Department of Health Services, Inspection and Audit Division, within ten (10) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement or under applicable Federal or State law. Contractor, if an FQHC, shall satisfy

this requirement by submission of its yearly A-133 Audit Report (Single Agency Audit). County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Audit/Compliance Review: County staff designated by Director, or Federal or State representatives, may conduct a statistical audit/compliance review of all claims paid by County during a specified time period. If the audit is conducted by County staff, any sampling shall be determined in accordance with generally accepted auditing standards, and an exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports prepared by County staff.

If the claims review is conducted by County staff, Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, audit exceptions remain which have not been resolved to the satisfaction of



County's representatives, then the exception rate found in the audit or sample shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

D. County Audit Settlements: At any time during the term of this Agreement or at any time after the expiration or earlier termination of this Agreement, authorized representatives of County may conduct an audit of Contractor regarding the services provided to County hereunder.

If Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid immediately by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid within a reasonable time to Contractor. However, County shall not pay to Contractor an amount in excess of County's maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement.

Failure of Contractor to comply with any one or more of the provisions of this Paragraph shall constitute a material

breach of contract upon which County may terminate or suspend this Agreement.

23. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to the services hereunder. In no event, however, may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days prior written notification thereof, unless the report is of a critical nature requiring a reduced notification period, at the Director's discretion. The specific information required and the report format shall be determined by Director, and may be revised from time-to-time.

24. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. WAIVER OF TERMS AND CONDITIONS: A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any of the other terms and conditions of Agreement.

26. COUNTY LOBBYISTS: Contractor and each lobbyist or lobbying firm (as defined in Los Angeles County Code section 2.160.010) retained by Contractor, shall fully comply with the

County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

27. RESTRICTIONS ON LOBBYING: Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (Title 31, United States Code, section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

28. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of primary, dental, or specialty care services, as applicable, that County has, or intends to enter into, contracts with other providers of such primary, dental, or specialty care services, as applicable, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the primary dental, or specialty care services described in the Agreement.

29. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS, shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

30. SUPERVISION OF NON-COUNTY EMPLOYEES: Although Director is responsible for the overall administration and oversight of the services provided under this Agreement, Contractor remains directly responsible for the supervision of Contractor's staff and employees providing services under this Agreement, whether at a County Facility or at a Contractor facility.

31. RISK MANAGEMENT PROGRAM ORIENTATION: Contractor shall provide Director with a copy of its risk management or loss

prevention plan or both. If Contractor does not have a risk management or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both Contractor's Risk Manager and County are promptly notified of any potential risk exposure arising from the acts or omissions of Contractor's employees hereunder.

In addition, Director shall provide Contractor with appropriate information regarding the DHS' Risk Management Program for distribution to Contractor's employees and agents.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. COUNTY EMPLOYEES: To the degree permitted by Contractor's agreements with its Collective Bargaining Units, should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement. Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application

to Contractor, and is qualified for the available position.

Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor.

Contractor shall also give consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

34. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 35, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"



Paragraph, immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

37. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that

Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality,

fitness, or capacity to perform a contract with County, any other public entity, or a non profit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Director shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractor/subconsultants of Contractor's.

41. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of

the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90

days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as an Exhibit, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the

Contract may constitute a material breach of the Contract.

In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in an Exhibit of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of



Children and Family Services will supply the Contractor with the poster to be used.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners officers, partners, directors, or principals is currently suspended, debarred, ineligible or

excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

47. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reductions in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval

of such actions. Contractor shall continue to perform all obligations set forth in this Agreement.

48. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last county fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

49. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject

to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

50. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take

immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Control, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Office of Ambulatory Care's Director for instructions for disposition of any such property which is worn

out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

## EXHIBIT A

### DESCRIPTION OF SERVICES - PRIMARY HEALTH CARE SERVICES

1. Primary Health Care Services: Contractor shall be responsible for providing primary health care services to all Eligible Patients, as that term is defined under this Agreement. For purposes of this Agreement, "primary health care services" means those services provided by a clinic or a health care provider to patients who remain less than 24 hours for prevention, diagnosis, or treatment of illness or injury including, but not limited to, advice, therapeutic services, outreach, emergency first aid, information and referral services.

Contractor shall assure that primary health care is provided under this Agreement by health professionals, including non-physician medical practitioners, whose practice is predominantly that of general medicine, family practice, internal medicine, pediatrics, obstetrics or gynecology. Non-physician medical practitioners shall include nurse practitioners, nurse midwives and physician assistants who are supervised in accordance with the requirements set forth in this Exhibit.

In the event that Contractor provides pediatric primary health care services under this Agreement, and in addition to the foregoing, Contractor must be CHDP-certified.

2. Reimbursable Services: As set forth in Exhibit(s) B, Contractor shall be reimbursed by County for primary health care services provided only to Eligible Patients. To that end, Contractor shall be reimbursed by County for such services only if those services constitute a "billable visit." For purposes of this Agreement, a "billable visit" shall be defined as a face-to-face encounter between a patient and a licensed, registered, or certified health care provider who exercises independent judgment in the provision of preventive, diagnostic, or treatment services. A billable visit shall include any ancillary services that are needed during or as a result of the visit. For purposes of this Agreement, "ancillary services" shall include laboratory services, pharmacy services, medical supplies, and basic radiology. Ancillary services shall be reimbursed as part of the all-inclusive rate, which Contractor receives under this Agreement for each billable visit. Ancillary services that are not provided during a visit or as a result of a visit, so that their cost is included in the all-inclusive rate paid to Contractor under this Agreement, shall not be billable or reimbursable under this Agreement. If ancillary services are provided off-site, Contractor shall have



a formal agreement with entities or persons that have agreed to provide these services.

Physicals and drug testing requested by Eligible Patients in order to meet Department of Motor Vehicle, work, or adoption requirements shall not be billable or reimbursable under this Agreement. Additionally, services such as podiatry, dental (only in the event that Contractor is not a PPP dental care provider), chiropractic, mental health, immunization, Mantoux testing, drawing blood, collecting urine specimens, performing laboratory tests, taking x-rays, and filling or dispensing prescriptions shall not constitute a billable visit, and, accordingly, shall not be billable and reimbursable under this Agreement.

In order to be reimbursed as a "billable visit", all health services, including ancillary services provided during or as a result of a visit, shall be recorded in the patient's medical record.

As set forth in Exhibit(s) B, Contractor shall also be reimbursed by County for all case management services provided to Eligible Patients. For purposes of this Agreement, "case management" shall be defined as the coordination of medical and non-medical services. Case management shall include the use of innovative approaches in service delivery, including but not limited to, telephone access to after-hour nurse consultation,

health education classes on chronic care management, and referrals to social services. Current Procedural Terminology ("CPT") codes setting forth the case management services for which Contractor may be reimbursed under this Agreement are as follows:

#### **CASE MANAGEMENT PROCEDURES**

<b>CPT CODE#</b>	<b>TYPE OF SERVICE</b>
	<b>TEAM CONFERENCES</b>
99361	Medical conference by a licensed, registered, or certified health care provider with interdisciplinary team of health professionals or representatives of community agencies to coordinate activities of patient care (patient not present). Expected duration 30 minutes. (Health education classes, with the patient present, are also included under this CPT Code Section.)
99362	Team conferences of approximately 60 minutes concerning the patient.
	<b>TELEPHONE CALLS</b>
99371	Telephone call by a licensed, registered, certified health care provider to patient or for consultation or medical management or for coordinating medical management with other health care professionals (e.g., nurses, therapists, social workers, nutritionists, physicians, pharmacists); simple or brief (e.g., to report on tests and/or laboratory results, to clarify or alter previous instructions, to integrate new information from other health professionals into medical treatment plan, or to adjust therapy).

99372 Intermediate (e.g., to provide advice to an established patient on a new problem, to initiate therapy that can be handled by telephone, to discuss test results in detail, to coordinate medical management of a new problem in an established patient, to discuss and evaluate new information and details, or to initiate a new plan of care).

99373 Complex or lengthy (e.g., lengthy counseling session with anxious or distraught patient, detailed or prolonged discussion with family members regarding seriously ill patient, lengthy communication necessary to coordinate complex services of several different health professionals working on different aspects of the total patient care plan).

3. Staffing: If Contractor is utilizing nurse practitioners, nurse midwives, and/or physician assistants in the delivery of primary health care services, Contractor must have in effect standardized protocols signed by a supervising physician. Additionally, Contractor shall assure that the following ratios of non-physician medical practitioners supervised by a single physician are maintained at all times:

- Four nurse practitioners to one supervising physician;
- Three nurse midwives to one supervising physician;
- Two physician assistants to one supervising physician;
- A team consisting of any four of these professionals (nurse practitioners, nurse midwives, and/or physician assistants) as long as the above prescribed limits on

nurse midwives and physician assistants are maintained.

4. Workplan: Contractor shall follow Contractor's PPP Workplan attached hereto and incorporated herein by reference as Attachment I. Any changes to this Workplan must have the prior written consent of the Director.

5. Use of Other Payor Sources for Indigent and Underserved Populations: If a Strategic Partner, Contractor must have at least two sources of funding, in addition to funding provided under this Agreement, that funds primary health care services to the indigent and underserved population. One of the two sources may include agency fundraising. The second source of funding may include, but not be limited to, direct State and/or Federal grants, Medi-Cal funding, and other State and/or Federal programs providing indigent care monies or services.

The requirement for additional funding source(s) cannot be satisfied by the provision of funds from the County under other agreements and/or arrangements, such as purchase orders.

6. Contractor's Obligations: Contractor shall do the following:

A. Operations:

1) Hours of Operation: Contractor shall adhere to the hours of operation set forth in Attachment I,

Contractor's Workplan. Any changes to the specified hours of operation must be requested of Director in writing and shall be at the discretion of the Director to approve.

a. A proposed closure for a holiday, which is not recognized by the County as an official holiday, must be communicated in writing to Director at least thirty (30) calendar days prior to the planned closure. The Director shall respond to Contractor in writing with his or her decision at least fourteen (14) calendar days prior to the proposed closure. The County's current official holidays are: New Year's Day, Martin L. King, Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

b. If the above procedures have not been followed, and a change in its clinic service site hours or days of operation is made by Contractor without Director's authorization, Contractor shall be assessed by the County the amounts set forth as liquidated damages in the LIQUIDATED DAMAGES Paragraph of the body of this Agreement,

and not as a penalty, for each regular County day of business following such unauthorized change. Such assessment shall continue until the clinic service site has returned to the new hours and days of operation.

c. Facility Service Sites: Contractor shall provide services at the service sites set forth in Attachment I, Contractor's Workplan. Contractor shall inform Director in writing at least forty-five (45) calendar days prior to adding, closing, or relocating a site, for provision of services hereunder. For the Traditional Partners, the addition, deletion or relocation of a site must have both the Director's written approval and the County's prior consent, which consent shall be memorialized through a formal amendment to this Agreement. For Strategic Partners, the addition, deletion or relocation may be affected after obtaining the Director's written approval only.

2) Referral and Notification: Contractor shall adhere to the referral and notification process set forth in Attachment I, Contractor's Workplan, in the event that Contract must a) close its practice to new

PPP eligible patients (individuals who have not been seen at the site in over twelve (12) months, b) close its practice to episodic patients (those that have been seen at least once in the last twelve (12) months and all care has been for episodic conditions, such as immunizations and colds, that do not require follow-up care, and/or c) close its practice due to circumstances beyond its control.

If Contractor must close its practice at a particular site, to new and/or episodic PPP eligible patients, the closure must apply to all new and/or episodic PPP eligible patients. If Contractor's practice is open to episodic PPP eligible patients and an episodic PPP eligible patient(s) is diagnosed with a chronic condition, such as asthma or diabetes, which requires follow-up care or monitoring to ensure that the illness or condition remains controlled, Contractor shall be required to continue treatment of such patient(s) as a PPP eligible patient and may not close its practice to such patient(s). At no time may Contractor cease services to patients with chronic illnesses or significant illnesses that require at least one additional visit to ensure that treatment is no longer necessary. Notwithstanding the foregoing,

Contractor shall be permitted to accept the following new PPP eligible patients: new PPP eligible patients who are existing clients in one of Contractor's other services or clinic programs or new PPP eligible patients who are family members or caretakers of an existing patient receiving regular care at the site. Contractor shall document such information in the new PPP eligible patient's medical chart upon the patient's first visit as a PPP eligible patient. Contractor shall not be permitted to select and reject new PPP eligible patients on criteria such as symptomology, condition or disease.

Contractor shall notify County in writing not less than fourteen (14) calendar days prior to closing its practice as described above. Until such time as Contractor determines it shall reopen its practice in any form, Contractor shall notify County in writing fourteen (14) calendar days in advance. In the event that Contractor closes its practice as described above, Contractor shall submit monthly written reports to County which provide the number of patients referred and the name of the agency(ies) that the patients were referred to. Such reports shall be submitted to the County of Los Angeles Department of



Health Services, Office of Ambulatory Care, 313 North  
Figueroa Street, Room 904, Los Angeles, California  
90012, Attention: PPP Program Manager.

In the event that County learns and verifies that Contractor has closed only to selected, new and/or episodic PPP eligible patients, based upon the above criteria or for any other reason, such conduct shall be considered a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damage from Contractor resulting from said breach.

3) Patient Eligibility: Contractor shall verify and document patient eligibility for services under this Agreement in accordance with the ELIGIBILITY Paragraph of the body of this Agreement. Verification of patient's Los Angeles County residency, income and insurance status must be documented in the patient's medical record through the inclusion of the completed, signed, and dated Certificate of Indigency (COI). Such documentation must be maintained in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS.

In accordance with the NON-EMERGENCY MEDICAL CARE SERVICES REQUIREMENTS Paragraph of this Agreement, PPP

eligible patients receiving public health related services are exempt from the Los Angeles County residency verification process.

4) Provider Credentialing: As set forth in the PERSONNEL Paragraph of the Additional Provisions, Contractor shall maintain a provider credentialing process, which adheres to the established health care industry credentialing standards and guidelines.

5) Laboratory Services: If Contractor performs any of the following nine laboratory tests on site, Contractor must have a current Clinical Laboratory Improvement Act (CLIA) certificate or evidence of a CLIA waiver: dip stick or tablet urinalysis; fecal occult blood; ovulation test using visual color comparison; urine pregnancy test using visual color comparison; Hemoglobin by copper sulfate non-automated; Spun micro hematocrit; Blood glucose using certain devices cleared by the FDA for home use; erythrocyte sedimentation rate non-automated; and automated hemoglobin. If Contractor performs lab testing beyond these services, it must meet all additional CLIA requirements.

6) Radiology Services: Contractor shall be responsible for providing basic radiology services

that are within the scope of primary health care. Exclusions include ultrasound except for prenatal services, invasive studies, CT or MRI scans, Doppler studies, and comparison views-extremity films.

7) Pharmacy: Contractor must use the Approved Drug Formulary, which shall be provided to Contractor prior to the commencement of services under this Agreement by way of the Provider Information Notice, which process is described hereunder. Contractor may prescribe drugs beyond what is listed in the formulary as well as prescribe therapeutic equivalent (generic) drugs, with some exceptions as shall be provided to Contractor in a Provider Information Notice. Contractor may also counsel patients on non-prescription therapeutic interventions whenever feasible, for example exercise, weight loss, and smoking cessation.

B. Patient Care

1) Selected Primary Health Care Provider: As the primary health care provider, Contractor shall provide coordinated and comprehensive primary health care at the first contact and on a continuous basis in an outpatient setting.

2) Specialty Services: When all appropriate

treatment options by the primary health care physician are exhausted, and/or the patient's condition dictates specialty care, a referral to a DHS specialist should be made. Contractor shall refer patients to DHS facilities for specialty service using the referral guidelines promulgated by each DHS Referral Center and the WebReferral internet-based referral system (if available at Contractor's site). Contractor shall inform any patient for whom a referral is planned that he/she will undergo another financial screening for financial eligibility and Los Angeles County residency at any DHS hospital or clinic. Within the limits of the specialty clinic's availability, the DHS Referral Center shall be responsible for ensuring that specialty appointments are being made in a timely manner. Contractor shall assure that all medically appropriate primary care examinations and ancillary tests are completed prior to the referral and shall comply with all instructions for transfer which the accepting DHS facility issues. If Contractor uses non-physician providers, it shall ensure that the referral is reviewed and authorized by a physician prior to submitting the referral to ensure the appropriateness of the referral, and that the referral

justification is noted in the patient's medical record and included in the referral to the DHS specialist.

County will provide Contractor with the specific processes and guidelines for each DHS Referral Center upon execution of this Agreement through the Provider Information Notice process described hereunder.

3) Mental Health Referrals: If, through the provision of services hereunder, Contractor determines that a patient may benefit from mental health services, or if a patient inquires about the availability of no-cost mental health services, Contractor shall inform patient that outpatient mental health service referrals may be obtained by the patient calling the INFO-LINE, Information & Referral Federation Mental Health Services Information Service at (800) 339-6993. Contractor shall inform the patient that he/she will undergo another financial eligibility screening at the time that mental health services are sought.

4) Substance Abuse Referrals: If, through the provision of services hereunder, Contractor determines that a patient may benefit from substance abuse treatment services, or if a patient inquires about the availability of no-cost substance abuse treatment

services, Contractor shall inform the patient that outpatient substance abuse treatment referrals may be obtained by the patient calling the Information and Referrals to Alcohol and Drug Program Services line at (800) 564-6600.

5) Accessing After-Hour and Emergency Services:

Contractor must triage and provide same-day or next-day care for a patient who the Contractor has seen in the past, and who should be seen for primary health care within 24-48 hours, or direct the patient to a DHS site as medically appropriate. Contractor shall establish a mechanism to inform PPP patients how to access primary health care services after hours, during weekends and holidays, and how to access emergency services.

6) Case Management: Contractor shall provide case management for those patients who fit the criteria for reimbursable case management services as set forth in the ALL INCLUSIVE RATE AND CASE MANAGEMENT FEE Paragraph of Exhibit(s) B. Contractor shall also comply with the Approved Case Management Protocol, which shall be provided to Contractor prior to the commencement of services under this Agreement by way of the Provider Information Notice, which

process is described hereunder.

C. Program Management: In accordance with Attachment I, Contractor's Workplan, Contractor must manage contract resources to ensure that there are sufficient funds over the term of this Agreement to:

- 1) Provide continuous care, as medically appropriate, to patients who have been diagnosed with a chronic disease by primary health care providers at the Contractor's site(s). Medically necessary follow-up care and medications must be provided without charge to the patient as long as he/she meets the PPP financial eligibility criteria.

- 2) Provide same-day or next-day appointments or walk-in services to those patients who should be seen within 24-48 hours, and regular scheduled appointments for returning patients, as medically necessary.

D. Performance Measurement:

- 1) Baseline Measurements: Information provided in the Contractor's approved Workplan provides baseline information for components of performance reports.

- 2) Monthly Reports: The County will issue monthly reports to Contractor to summarize performance of individual agencies, and comparisons to contractors

similar in size and organization, and to PPPs across the entire system. Information on the monthly reports will be derived from claims adjudication data, Contractor's quarterly reports, annual monitoring/audit reports, and other sources.

3) Quarterly Reports: Contractor shall provide quarterly reports to the County providing information on volume of clinic workload, changes in capacity, and other data that is not available to the Department except through agency self-reporting.

4) Performance Improvement: Contractor shall participate in County activities to improve performance across the PPP Program, and across the larger network of DHS and PPP network. As reasonable, this may include performance meetings with individual contractors, peer review meetings, and the review and development of new policies and procedures.

5) Additional Contractor and County Responsibility (for Strategic Partners only): In addition to any specific requirements set forth under this Agreement as to both parties, and during the term of this Agreement, Contractor, if a Strategic Partner and the County shall be obligated to do all of the following:



a) Responsibilities and Rights of  
Strategic Partners

(1) To qualify and maintain qualification as a Strategic Partner, Contractor throughout the term of this agreement, must: maintain 1) be an FQHC, or FQHC look-alike; or 2) meet all the requirements of a FQHC look-alike excluding the governance requirements and meet all of the following requirements: a) have a Medical Director who has completed a residency or equivalent training in preventive medicine, internal medicine, pediatrics, family practice, or other specialty; b) be Family-PACT certified; c) participate in a reduced price drug program, unless Contractor elects to participate in any pharmaceutical demonstration project arranged by the County; d) have provided primary health care for more than 10 years, e) have a primary health care budget that shows that PPP funds represent less than 50% of that budget on an annual basis; f) maintain two sources of funding for the

provision of primary health care services to the indigent in addition to the funding provided under this Agreement; and g) maintain a full time, primary health care provider staff and staff physicians with admitting privileges at Contractor's referral hospital.

(2) With Director's prior consent, Contractor, if a Strategic Partner, may choose to participate in DHS initiatives, such as a pharmacy demonstration project.

(3) With Director's prior consent only, Contractor, if a Strategic Partner, may add, delete or relocate service sites.

(4) Contractor, if a Strategic Partner, shall work with the County to determine the best means by which to create a category on Contractors' annual report to the State of California to report specific workload, revenue and costs associated with serving the PPP patients. Additionally, Contractor shall send a copy of its annual report to the County concurrently with submission to the State.

b) County Responsibilities: In consideration for the foregoing, County shall:

(1) Give its Contactor, if a Strategic Partner, first priority for the receipt of new or unexpended PPP program funds when such funds must be allocated or shifted to the County's existing PPP contractors.

(2) At Contractor's request and upon Director's prior consent, include the Contractor, if a Strategic Partner, in a demonstration project proposal to the Health Resources Services Administration under which the County will seek to include requesting Contractor's site in the distribution of pharmaceuticals which the County purchases pursuant to the Veterans Health Care Act, which pharmaceuticals are commonly known as "340B drugs".

(3) Establish a Strategic Partner Roundtable to include designated PPPs and DHS administrators and clinical managers in ad hoc and ongoing planning activities.

(4) Allow Contractor, if a Strategic Partner, to add, delete or relocate service

sites to Contractor's approved Workplan upon approval by the Director of Health Services and notification to the Board of Supervisors.

**WORKPLAN / STATEMENT OF WORK  
PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM  
PRIMARY CARE SERVICES**

**ALL FOR HEALTH, HEALTH FOR ALL, INC.**

(1) Site Address and Clinic Telephone Number	519 East Broadway Glendale, CA 91205 Phone: 818-409-3022
(2) Total number of visits per month for that will be reimbursed through the PPP Program (must meet all eligibility criteria)	visits/month 1183
(3) Of the visit total listed in #2, how many visits are for patients who have one of the selected chronic care conditions that require at least three visits/year.	visits/month 873
(4) Hours of Operation	Weekdays: 8:30 am – 6:00pm Weekend: Closed
(5) Approximate waiting time for new patient appointments	24 hours

## EXHIBIT B

### BILLING AND PAYMENT - PRIMARY HEALTH CARE SERVICES

1. Electronic Billings to County: Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the Federal Centers for Medicare and Medicaid Services ("CMS") Form 1500, Form UB-92, or other form approved by Director ("Billing Form"). Such data shall be submitted electronically for each primary care visit provided to an Eligible Patient monthly in arrears. None of Contractor's physicians or other providers shall separately bill County or Eligible Patients or their families for services hereunder.

2. Manual Billings to County: If electronic billing between Contractor and County's Claims Adjudicator is not operational, Contractor shall bill County's Claims Adjudicator manually using the Billing Form completed in duplicate. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to Director.

3. Billing Guidelines: Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in

any Provider Information Notices ("PIN"), which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

4. County's Manual Reprocessing of Contractor's Denied Claims: If claims were denied through no fault of County or County's Claims Adjudicator, Contractor shall pay County the appropriate County contract, per-claim fee billed County by County's Claims Adjudicator. Contractor shall be advised by Director, by means of a PIN, of the current fee charged to County. Contractor shall be billed by Director for denied claim reprocessing on a monthly basis, with payment due to County within thirty (30) calendar days of the date on County's invoice. If payment is not received by County in a timely manner, Director may exercise his or her discretion to withhold such amount from the usual monthly payment for Contractor services under this Agreement as an off-set.

5. Records: Subject to the conditions and terms set forth in this Agreement, Contractor agrees to make all billing, eligibility, and medical records immediately available and open to inspection or review, subject to the applicable provisions of

Federal and State law, during normal business hours, to Director, for inspection, audit, and copying.

Such records shall be retained in accordance with the RECORDS AND AUDITS Paragraph, subparagraph "A", Records of Services Rendered, of the ADDITIONAL PROVISIONS of this Agreement.

6. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay ninety-seven percent (97%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of complete, correct, and timely Billing Form or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Medi-Cal eligibility history file for the previous month, claims submitted in the previous month shall be reconciled against the State Medi-Cal eligibility history file to identify Medi-Cal eligible and non-eligible claims. Contractor shall receive a Remittance Advice indicating 1) eligible and non-eligible Medi-Cal claims, 2) Medi-Cal numbers, and 3) balance due to County/Contractor from previous month.



Based on the results of County's Medi-Cal reconciliation process, County shall adjust Contractor's next payment based on actual Medi-Cal claims identified from previous month.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to PPP Program Manager.

Within six months of the end of the fiscal year, Director shall have the discretion to conduct a "final" Medi-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their Agreements against a database containing the identities of all Medi-Cal eligible PPP patients to determine whether any contractor has included, and has therefore been reimbursed for, claims for Medi-Cal "pending" patients who have, since the time that contractor submitted its claims, become Medi-Cal "eligible" patients.

If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid within thirty (30) calendar days by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within a reasonable time. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement.

7. All Inclusive Rate and Case Management Fee: Subject to the County's Fiscal Year Maximum Obligation Paragraph of this Exhibit, Contractor shall be reimbursed at:

1) the all-inclusive rate of \$83.82 per office/clinic visit rate for primary health care services and any ancillary services, as defined under this Agreement, needed during or as a result of the visit; and

2) a case management fee of \$27 per patient per month for each patient who:

- is a General Relief recipient or PPP patient who has an ambulatory care-sensitive condition, as defined under this Agreement; and,

- has received case management procedures during such month, also as defined under this Agreement, so long as such case management procedures are necessitated under or arise from a plan of care for the patient developed during or as a result of a primary care service visit to Contractor.

Although a patient may receive more than one case management service during a calendar month, Contractor shall only be entitled to payment of one case management fee that month. In addition to all other applicable requirements in this Agreement, Contractor shall also detail by CPT code on its billing to County the precise nature of the case management services it has provided.

8. Pharmacy: When required by an Eligible Patient, drugs or medications, and medical supplies, prescribed by Contractor shall be available without charge to the Eligible Patient or County. Drugs or medications and medical supplies whether dispensed or filled by Contractor or an outside pharmacy entity, are the responsibility of Contractor. When available to the Contractor, non-prescription drugs (over the counter medication) and/or medical supplies shall be supplied by the Contractor without charge to the patient.

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM  
CERTIFICATION OF INDIGENCY

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**SECTION A. PATIENT INFORMATION**

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Patient Name: \_\_\_\_\_

\*Patient Address: \_\_\_\_\_

Medical Record # \_\_\_\_\_ Acct. # \_\_\_\_\_ Visit Date: \_\_\_\_\_

\* Required to satisfy County residency policy. If homeless, Affidavit of Residency is required.

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**SECTION B. HOUSEHOLD/INCOME INFORMATION**

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Total Number of Family Members Living in the Home: \_\_\_\_\_

\*\*Total Net Family Income: \_\_\_\_\_

\*\* Net family monthly income means the income received by the patient and the patient's responsible relatives less taxes.)

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**SECTION C. PATIENT CERTIFICATION**

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I certify that, as of today's date, I, (or patient), do/(does) not have Medi-Cal, Medicare, or private health insurance. During the next twelve (12) months, if a change in my health care coverage, family size, or net family income later occurs, I promise to immediately report that fact to my Public-Private Partnership (PPP) provider.

I further certify and declare under penalty of perjury under the laws of the State of California that the information I have provided is true and complete. I understand that a random number of patients will be asked later for proof of some or all of the information used for this certification and that a credit check may be done. I understand that I am expected to save documents I might have that would help prove that what I said today is true, (for example, copies of pay stubs, income tax returns, bank statements, property statements, receipts, etc.), for 12 months from the date of this certification. If I am asked for these documents in the next 12 months, I will have 20 days to mail or bring the information to the facility or to give some other acceptable verification. If I am asked for this proof and don't provide it, I may be held responsible for the full charges for my medical care.

Patient/Responsible Relative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**SECTION D. INDIGENCY DETERMINATION**

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Patient is indigent: Yes ☐ No ☐

County/Partner Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
PUBLIC-PRIVATE PARTNERSHIP/GENERAL RELIEF HEALTH CARE PROGRAMS**

**AFFIDAVIT OF RESIDENCY**

Patient: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Medical Record No.: \_\_\_\_\_ Service Date: \_\_\_\_\_

**I am a resident of the County of Los Angeles. I intend to remain in the County of Los Angeles and do not maintain a home in another state/country. I cannot provide proof of my current address. I certify through my signature that the statement given below is true and correct.**

**I currently live at:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Any person who signs this statement and who willfully states as true any material matter which s/he knows to be false is subject to the penalties prescribed for perjury in the penal code by the State of California Sec. 11054 of the W. & I. Code.**

Signature: \_\_\_\_\_

Patient or Responsible Relative

\_\_\_\_\_ Date

**Contact for medical reasons:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness Signature

Telephone Number

Date



EXHIBIT E

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Granland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Iita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
CONTRACTOR NAME

Contract No.: \_\_\_\_\_

Employee Name: \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
CONTRACTOR NAME

Contract No.: \_\_\_\_\_

Employee Name: \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*